

**Request for Proposal [RFP]**

**Selection of Project Development and Management Consultants  
under  
Swadesh Darshan 2.0 Scheme**

**Phase 4 for 5 States/UT's of Chhattisgarh, Haryana, Jammu and Kashmir  
(UT), Lakshadweep (UT), Odisha**



सत्यमेव जयते

**RFP Reference No: SD-8/3/2022**

**Date: 08.08.2023**

**Ministry of Tourism  
Government of India**

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## **1. INTRODUCTION**

### **1.1 Background**

#### **1.1.1 About Swadesh Darshan 2.0 Scheme**

Ministry of Tourism, Government of India (hereafter mentioned as “Authority” however, post signing of the agreement the State/UT shall be referred as the “Authority”) in partnership with State/UT (hereafter mentioned as “State Implementation Agency”) is implementing Swadesh Darshan 2.0 Scheme (hereinafter referred as “Scheme”). The Guidelines of the Scheme may be seen on the website of the Ministry of Tourism ([www.tourism.gov.in](http://www.tourism.gov.in)). The scheme envisages development of sustainable and responsible tourist destinations in the country by adopting the Destination Centric Approach (as given in Schedule-1 Terms of Reference). The Scheme will be implemented through Central Implementation Agencies or State Implementation Agencies.

#### **1.1.2 Project Development and Management Consultants (PDMCs)**

The Scheme envisages appointment of Project Development and Management Consultants (hereinafter referred as “Consultant” or “PDMC”) to support the State Implementation Agencies for planning, development, and management of destinations by providing end-to-end support for planning, design, development, implementation, and management of interventions for the identified destinations.

#### **1.1.3 Request for Proposal (RFP)**

Ministry of Tourism has undertaken empanelment of PDMC with reference to the RFQ No SD-8/3/2022 dated 14.07.2022 along with the corrigendum issued dated 28.07.2022 (hereafter mentioned as “PDMC Empanelment RFQ”). The agencies empanelled as PDMC notified by Ministry of Tourism vide no SD-8/3/2022 dated 15.12.2022 are as below:

- (i). Deloitte Touché Tohmatsu India LLP JV IBI Group India Pvt Ltd.
- (ii). Egis India Consulting Engineers Pvt Ltd.
- (iii). INI Design Studio Pvt Ltd.
- (iv). IPE Global Ltd.
- (v). LEA Associates South Asia Pvt Ltd.
- (vi). L&T Infra Engineering JV PwC Pvt Ltd.
- (vii). SAI Consulting Engineers Pvt Ltd JV Fortress Infracon Ltd.
- (viii). STUP Consultants Pvt Ltd JV PDCOR Ltd.
- (ix). Voyants Solutions Pvt Ltd JV IDC (Karnataka) Ltd.
- (x). WAPCOS Ltd.

The Authority hereby invites proposals from empanelled firms (the “**Proposals**”) for Selection of Consultants for providing services as Project Development and Management Consultants for the following States and UTs:

Sn	Name of State/UT	Approved Destinations
1	Chhattisgarh	i. Bilaspur ii. Jagdalpur
2	Haryana	i. Panchkula
3	Jammu and Kashmir (UT)	i. Basholi
4	Lakshadweep (UT)	i. Lakshadweep
5	Odisha	i. Koraput

This RFP to be read in conjunction with the PDMC Empanelment RFQ. The terms of selection will be governed by the PDMC Empanelment RFQ shall be *ipso facto* applicable to this RFP for Selection of Project Development and Management Consultants under Swadesh Darshan 2.0 Scheme.

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.

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

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal by paying a visit to the Authority and the Project site, 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 Authority has adopted a **two-stage selection process** (collectively the “**Selection**

Process”) for evaluating the Proposals invited from the empanelled PDMC’s, comprising of technical and financial proposal. The selection shall be based on **Quality & Cost Based Selection (QCBS)**.

In the first stage, a technical evaluation for each State/UT shall be carried out 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 for each State/UT, 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:

<b>S no</b>	<b>Event Description</b>	<b>Date/Days</b>
1	Last date for receiving queries	11 August 2023
2	Pre-Proposal Conference	14 August 2023
3	Authority response to queries	18 August 2023
4	Proposal Due Date or PDD	24 August 2023 17:00 Hrs
5	Opening of Proposals	25 August 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:** 14<sup>th</sup> August 2023

**Time:** 15:00 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:

<b>S No.</b>	<b>Relevant Clause of RFP</b>	<b>Page No of RFP</b>	<b>Query</b>

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 Project Development and Management Consultants under Swadesh Darshan 2.0 Phase IV”**



## 1 INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1 Scope of Proposal

2.1.1 Detailed description of the objectives (Refer Section 1), scope of services (Refer Schedule 1), deliverables (Refer Schedule 1) and other requirements relating to this Consultancy are specified in this RFP. The RFP has to read in conjunction with terms and conditions of the PDMC Empanelment RFQ.

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-I** and **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 respective State Implementation Agency in the form specified at **Schedule-2** for each State/UT.

#### 2.1.4 Consultancy Team

The Consultant shall ensure multi-disciplinary team with requisite skills for effectively delivering on the scope and services as envisaged under the Scheme broadly indicated in Schedule 1- Terms of Reference.

#### 2.2 Power of Attorney

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

#### 2.3 Conflict of Interest

2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Project (the "Conflict of Interest"). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority reserves the right to take action as per the Bid Security Declaration for, inter alia, the time, cost and effort of the Authority including consideration of such Applicant's Proposal, without

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

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

- (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
- (g) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Clause 2.3.4; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the applicant or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case may be,) in the applicant or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five percent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank,

insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

2.3.4 An Applicant eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five percent) of the subscribed and paid-up share capital of the Consultant, as the case may be, and any Associate thereof.

## **2.4 Number of Proposals**

Applicant shall submit single proposal for the States/UTs it intends to apply for.

## **2.5 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.

## **2.6 Verification of information**

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

## **2.7 Acknowledgement by Applicant**

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

- (a) made a complete and careful examination of this RFP and PDMC Empanelment RFQ.
- (b) received all relevant information requested from the Authority.
- (c) acknowledged and accepted the risk of inadequacy, error or mistake in the

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

(d) satisfied itself about all matters, things, and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations 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.

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

## **2.8 Right to Reject any or all Proposals**

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

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

(a) at any time, a material misrepresentation is made or discovered, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Proposal.

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

## **2.9 Applicable Laws**

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts in the State in which the Authority has its headquarters shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.

## **2.10 Rights of the Authority**

2.10.1 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**

### **2.11 Contents of the RFP**

This RFP comprises the contents as listed below and will additionally include any Addendum/Amendment issued in accordance with Clause 2.11:

#### **Request for Proposal**

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

#### **Schedules**

##### **1. Terms of Reference**

##### **2. Form of Agreement**

- 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
- Annexure-6: CV of Key and Destination Personnel

##### **3. Guidance Note on Conflict of Interest**

#### **Appendices**

##### **Appendix I: Technical Proposal**

- Form 1: Letter of Proposal for Selection
- Form 2: Statement of Legal Capacity
- Form 3: Power of Attorney for Authorised Representative
- Form 4: Power of Attorney for Lead Member (In case of Consortium)
- Form 5: List of States/UT applied for by the Agency

##### **Appendix II: Technical Proposal for <<State/UT name>>**

*(Appendix II is required to be submitted separately for each State/UT applied for as per Form 5 of Appendix I)*

- Form 1: Particulars of Proposed Team
- Form 2: Curriculum Vitae (CV) of Key Personnel
- Form 3: Proposed Approach & Methodology
- Form 4: Deployment of Personnel
- Form 5: Format for Bid Securing Declaration

Form 6: Roles & Responsibility Matrix

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

Form 1: Covering Letter

Form 2: Financial Proposal

## **2.12 Clarifications**

2.12.1 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 Project Development and Management Consultants under Swadesh Darshan 2.0 Phase-IV"**

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.

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

## **2.13 Amendment of RFP**

2.13.1 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.

2.13.2 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.

2.13.3 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**

### **2.14 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.

## **2.15 Format and signing of Proposal**

### **2.15.1 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.

### **2.15.2 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.

### **2.15.3 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") and in case of consortium by the Authorized Representative of the Lead Member 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.

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

A copy of the Power of Attorney for Authorised Representative (in case of Consortium by Authorised Representative of Lead Member of Consortium) certified under the hands of a partner or director of the Applicant and notarised by a notary public in the form specified in Appendix-I (Form - 3/4) shall accompany the Proposal.

### **2.15.5 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 2.15.4; and
2. Bid Security Declaration as required under Clause 2.22

The envelope specified in this Clause 2.15.5 shall clearly bear the following identification:

**Original Documents concerning “Request for Proposal [RFP] for Selection of Project Development and Management Consultants under Swadesh Darshan 2.0 Phase-IV”**

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.

**2.15.6 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.

**2.16 Technical Proposal**

2.16.1 Applicants shall submit the technical proposal in the formats at Appendix-I and II (the “Technical Proposal”). The Appendix-I submission shall be common for all States/UT, the Appendix-II shall be submitted separately for the States/UTs applied for.

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 5 Appendix-II**.
- (c) Power of Attorney for Authorised Representative (in case of Consortium by Authorised Representative of Lead Member of Consortium), if applicable, is executed as per Applicable Laws.
- (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. Submission of Proposal

## **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 for the State/UT applied for in **Form-2 of Appendix-III** in both figures and words, in Indian Rupees INR, and signed by the Applicant’s Authorized 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 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- ii, iii & iv 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 to and from the State/UT Capital, Destination(s) and Ministry of Tourism, New Delhi required to be undertaken by the Key and/or Destination Personnel shall be reimbursed as per actual in accordance with the Schedule 1 - Terms of Reference Clause H 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.

### **2.17.3 RFP Budget**

For meeting the expenses of engaging PDMC, a maximum of 4% of the project cost has been earmarked under the scheme. For the purpose of budgeting ceiling of the Financial Proposal, project cost per destination may be assumed as Rs. 70 crores.

## **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 2.15.5.

2.18.3 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 (Form-1 of Appendix I) along with Forms 2 to 5 of Appendix I, Forms 1 to 6 of Appendix II and supporting documents.

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

2.18.4 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.

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

## **2.19 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 2.13 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 for each State/UT it intends to apply for as per format specified in **Appendix II, Form 5**.
- 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 PDMC 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 Consultancy Evaluation Committee**

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

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

The Authority shall open the Proposals at 1500 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 2.15;
- (e) it is accompanied by the Power of Attorney as specified in Clause 2.15.4;
- (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**

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.

#### **2.25.7 Financial Evaluation**

After the technical evaluation, the Authority shall prepare a list of Technically qualified Applicants for each State/UT as per methodology laid out in Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of Technically qualified Applicants along with their Technical Score will be read out for each State/UT. The opening of Financial Proposals for each State/UT shall be done in presence of respective representatives of Technically Qualified Applicants who choose to be present. 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 for each State/UT 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 3.1.2) 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 Substitution of the Team Leader will not normally be considered and may lead to disqualification of the Applicant or termination of the Agreement.
- 2.29.4 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 respective State Implementation Agency 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 commence the Services at the Project site within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.32 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** Technical proposals of only those applicants shall be evaluated, which are found responsive as per Clause 2.25.4.

**3.1.2** The Technical Proposal will be evaluated based on the following parameters:

Sn	Parameters	Maximum Score
<b>A</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 (as per Sn B of the Table)</i></p>	<b>40</b>
1	<p><b>Team Leader</b> (shall be from the lead member in case of consortium)</p> <p>Post-graduate in Architecture/ Urban Planning/ Urban Design/ Engineering / Management</p> <p>Minimum 10 years' experience (Preferably on the rolls of the firm for at least one year from the PDD)</p> <p>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>	<b>10</b>
2	<p><b>Project Manager</b> (shall be from the lead member in case of consortium)</p> <p>Post-graduate in Civil Engineering / Urban Planning/ Urban Design/ Architecture/ Management</p> <p>Minimum 6 years' experience</p> <p>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>	<b>5</b>

Sn	Parameters	Maximum Score
	<ul style="list-style-type: none"> <li>Additional 1.25 marks for resource having at least one year on rolls of the firm</li> </ul>	
3	<p><b>Tourism Product Planning &amp; Design Expert</b></p> <p>Post-graduate in Tourism/ Management/ Planning or Equivalent</p> <p>Minimum 10 years' experience Relevant Experience in planning, design and implementation of tourism products and experiences.</p> <ul style="list-style-type: none"> <li>Maximum 1 mark for each relevant project</li> </ul>	5
4	<p><b>Investment &amp; PPP Expert</b></p> <p>Post-graduate in Management/ Economics / Finance or CA</p> <p>Minimum 10 years' experience Relevant Experience in planning of PPP projects, Private Investment Promotion.</p> <ul style="list-style-type: none"> <li>Maximum 1 mark for each relevant project</li> </ul>	5
5	<p><b>Destination Marketing &amp; Promotion Expert</b></p> <p>Post-graduate in Management/Marketing / Communication/ Tourism</p> <p>Minimum 10 years' experience Relevant experience in branding, marketing and promotion of tourism destination, products, and experiences through traditional and digital mediums.</p> <ul style="list-style-type: none"> <li>Maximum 1 mark for each relevant project</li> </ul>	5
6	<p><b>IT/Digitalization Expert</b></p> <p>Graduate or Post-graduate in Computer Science / Computer application/ IT</p> <p>Minimum 10 years' experience Relevant experience in undertaking digital solutions including development of websites, apps, solutions and experiences, visitor management systems, AR/VR interventions and other digital interventions etc.</p> <ul style="list-style-type: none"> <li>Maximum 1 mark for each relevant tourism sector project and 0.5 mark for each non-tourism sector project</li> </ul>	5

Sn	Parameters	Maximum Score
7	<p><b>Skilling &amp; Capacity Development Expert</b></p> <p>Post-graduate in Management / Tourism / Social Sciences / Hospitality</p> <p>Minimum 10 years' experience Relevant tourism and hospitality sector experience in assessing skill gaps, formulation of skilling programs, workshops and capacity building initiatives of local community, tourist touchpoints, service providers and local entrepreneurs.</p> <ul style="list-style-type: none"> <li>• Maximum 1 mark for each relevant project</li> </ul>	5
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>Conceptual Clarity and Understanding of Context</li> <li>Proposed vision for development of destination(s) in alignment with the destination and tourist centric approach</li> <li>Approach and Methodology &amp; Work Plan</li> <li>Case studies of the Two (2) relevant projects</li> <li>Proposed Team Structure</li> </ol> <p>The key personnel mentioned in Sn (A) of this table shall be required to give Technical Presentation on the proposed Approach and Methodology</p> <p>Marking shall be undertaken based on submission as per Appendix-II Form 3b and Technical Presentation by the applicant on the same.</p>	60
	<b>Total Marks</b>	<b>100</b>

**3.1.3** Applicant shall be required to provide details for maximum five (5) relevant projects for each Personnel as mentioned in Clause 3.1.2 above. In case the applicant submits details for more than five (5) projects for any Personnel then the Authority will evaluate only first five (5) projects for technical evaluation.

**3.1.4** Team Leader is required to depute at least 25% of the time per month for each State/UT the applicant has applied for. Hence, the same profile for Team Leader can be proposed for maximum four (4) State/UTs only.

**3.1.5** The Applicant shall propose different profiles for Project Manager for each State/UT it intends to bid for.

### **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) for the identified State/UT's.

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 In the second stage, the financial evaluation for each State/UT 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 for each State /UT 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 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:

$$\mathbf{SF = 100 \times FM/F}$$

(F = amount of Financial Proposal)

### **3.4 Combined and final evaluation**

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

$$\mathbf{S = ST \times Tw + SF \times Fw}$$

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 For each State / UT, 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) for a State/UT 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 Cause 3.3
  - ii. **Preference 2:** Applicant who has attained the higher technical score amongst the applicants as per Clause 3.1 and 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.
- 3.4.4 As per PDMC Empanelment RFQ Clause 2.25.2 the authority reserves the right to allot each applicant a maximum of five (5) States/UT's. In case any applicant gets highest combined score for more than five (5) States /UT's, then that applicant shall be awarded the States /UT, which is financially more advantageous to the Authority.

To prioritise the State /UT's which are financially more advantageous to the Authority in such cases, the States/UT where the difference between the quoted fee of such applicant with the quoted fee of the next ranked applicant is the highest shall be awarded on priority. In case this difference so identified is same for two or more States/UT, the State/UT with lower quote by such applicant shall be prioritised for the award.

**Sample Cases:** To assess possible cases as per this clause 3.4.4 following possible cases have been depicted below. For the purpose sample financial quote for Technically Qualified Applicants has been arranged Rank Wise with first ranked Applicant (having the highest combined score) at the top.

Financial Quote for	State 1	State 2	State 3	State 4	State 5	State 6
Rank 1 Applicant	10	15	10	30	10	30
Rank 2 Applicant	5	30	20	40	40	10



Difference b/w Rank 1 and Rank 2 Applicant	(-5)	15	10	10	30	(-20)
Allocation Priority for Rank 1 Applicant	5	2	3	4	1	-

#### 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. About Swadesh Darshan 2.0 Scheme

1. Ministry of Tourism, Government of India has formulated Swadesh Darshan 2.0 Scheme for developing Sustainable and Responsible Tourist Destinations in the country. The Scheme Guidelines is available on the website of Ministry of Tourism. The Scheme is to be implemented through Central Implementing Agencies and State Implementing Agencies through the State Government.
2. The strategic objectives of the Scheme are:
  - (i). To enhance the contribution of tourism to the local economies
  - (ii). To create jobs including self-employment for local communities
  - (iii). To enhance the skills of local youth in tourism and hospitality
  - (iv). To increase private sector investment in tourism and hospitality
  - (v). To preserve and enhance the local cultural and natural resources
3. For the holistic development of the destinations under the scheme, Destination Centric Approach shall be adopted covering the following key areas:
  - (i) Defining Destination**

Under Swadesh Darshan 2.0, destinations having an existing tourism ecosystem with accommodation facilities for overnight visitors, tourism infrastructure amenities and services, having connectivity options for the travellers and the availability of tourism service providers such as travel agents, guides and Taxi facilities would be considered. Thus, Destination would act as unit for Planning, Development and Analysis. It may also have nearby attractions attached for planning purpose.
  - (ii) Destination Management Organization (DMO)**

The Destination Management Organisation's will play an important role in the development and management of the destination by leading and coordinating activities under a coherent strategy. The prime functions of the body shall include holistic planning and development of the destination, coordination with the public and private agencies, ensuring larger community engagement, community participation in destination development, targeted marketing and promotion of the destination, deployment and management of Visitor Information System and Grievance Redressal Mechanism, Sustainable Tourism Development of the Destination.

**(iii) Data Driven Destination Management**

**(a) Destination Profiling**

The key attributes would be mapped and put out in a digital platform such as website, mobile app, videos which is user friendly and helps in better visibility of the destination. This would include the destination's attractions, linked circuits and popular itineraries, transit, and accommodation options.

Destination Digitalization will be undertaken for better facilitation and seamless experience for tourists in booking of rooms, guides, deals & tickets, curation of destination's cultural and historical content, live feed and streaming, destination information, creation of micro-website, mobile application, and furthermore social media promotions.

**(b) Baseline KPI and quarterly measurement:**

In order to assess the level of tourism development in the destinations, baseline information and performance on the Key Performance Indicators both from the demand (End user- Tourists) & supply (Tourism Service Providers) sides of the sector would be monitored on a quarterly basis. The demand side KPI would be related to visitation, tourist spending, duration, segmentation, satisfaction, etc. The supply side KPI would be related to accommodation, food and beverage, digital services, service providers and amenities.

**(c) Destination Dashboard:**

For ease of monitoring of the Destination Profile, KPIs and other attributes of the development a Dashboard would be created exclusively for the destination which would be integrated to the SD 2.0 scheme Master Information System (MIS) Dashboard.

**(iv) Destination Master Plan, Strategy and Action Plan**

The Plan will be laid out to foresee strategic vision and planned development of the destination based on the prescribed templates by the authority to ensure consistency in the structure. Focus of the Plan would be to impart principles of Sustainability and Responsible Tourism with larger emphasis on Public Private Partnerships.

**(v) Destination Branding, Marketing and Promotion**

Brand identity of the destination could be materialised by use of quick-win solutions such as a logo or tagline, Public Arts initiatives, Place-Making & Tactical Urbanism and promotion of local products through souvenir shops. Later efforts

would be streamlined to popularise 'One major Product from the Destination' and have a dedicated branding strategy for the destination.

**(vi) Destination Based Skilling**

Destination Management Organization will undertake efforts in organising capacity building and skill development programmes as identified. Special focus in moulding guides with multilingual abilities and storytelling capabilities. Also creating more opportunities in traditional folklore and revival of destination's intangible heritage would be targeted.

**(vii) Adopt the Destination**

To impart a sense of ownership to the community various programs would be planned such as convergence with the 'Adopt a Heritage' and 'YUVA Tourism Clubs' initiatives of the Ministry. Further local Colleges and Universities would be encouraged to 'Adopt a Destination'. Celebrities and Diaspora rooted to the destination will also be leveraged for active branding and promotion.

**(viii) Attracting Private Investment in Tourism**

A plan for management of revenue-generating assets, which can have public-private partnership and non-revenue generating assets, which will give budgetary support will be worked out and implemented. Master Plans would also identify potential areas for Private investment and participation at the destination.

**(ix) Improving Framework Conditions**

Destination Management Organization will review framework conditions at the destination particularly health, hygiene, safety, civic infrastructure, overall quality of maintenance of the destination. Synergy with ongoing schemes of Government of India would be established in collaboration with the Central Ministries and other agencies.

**B. Scope of Work**

- (i) Following the destination centric approach under Swadesh Darshan Scheme, the Consultant shall provide end to end support for project planning, design, bid process, supervision, and monitoring of the hard and soft inventions at the destination level. It will provide necessary technical and managerial support to State Steering Committee, State Mission Director, and Destination Management Organisation.

(ii) The scope of work for the consultancy includes, but not limited to that given below:

**(i) Inception**

**a. Reconnaissance Survey and Delineation of Destination Study Area**

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 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.

**b. Data Collection**

The consultant shall collect all necessary data including secondary information required as well as outline plan for conducting tourism related primary survey(s).

**c. Preparation of Inception Report**

The Consultant shall prepare the inception report comprising of the following:

- i. Detailed Work Plan mentioning the schedule of the PDMC for 2 years in consultation with the State Implementation Agency.
- ii. Inventory of Data (both Secondary and Primary) outlining the source and method of procurement of the data for measuring the KPIs listed under Destination Centric Approach.
- iii. Map of the finalized Study area set in A3 showcasing the key legends used for the overlay analysis to arrive at the delineation.

**(ii) Preparation of Destination Master Plan, Strategy and Action Plan**

The Consultant shall prepare the Destination Master Plan, Strategy and Action Plan (hereafter referred as 'Plan') for each destination for a horizon of ten (10) years as per the template prescribed by the Authority. The proposed plan shall include all interventions that are required to holistically develop a sustainable and responsible tourism destination.

The Consultant shall develop the Plan through an agile planning process involving faster iterations and feedback mechanism, where plans are regularly reviewed to ensure relevance with changing environment a achieving the desired program objectives. Four iterations have been envisaged under the project.

It shall cover, but not limited to the following aspects:

- a. Overview of the Destination including its location, study area, regional setting, physiography & climate, demographic & economic profile, history, tourism USP;
- b. Destination Assessment in terms of various parameters as below-
  - iv. Destination Connectivity;
  - v. Tourism Statistics (visitation, spending, duration stay, segment);
  - vi. Destination attractions (Products & Offerings, Safety & Security, Cleanliness & Hygiene, Water & Power supply, Circulation, Communication network, etc.);
  - vii. Accommodation Facilities;
  - viii. ICT Readiness;
- c. Details of projects/initiatives planned by the State/UT in next 3 years on the above parameters;
- d. Conduct Stakeholder Consultations with all relevant stakeholders in the destinations including the local community and associations;
- e. Identification of Opportunities and Gaps / Challenges in terms of Destination's tourism potential
- f. Assessment of Carrying Capacity at the Destination
- g. Vision for the destination's development for a 10-year horizon including its positioning and KPI/target outcomes.
- h. Development Strategies considering the identified opportunities, gaps / challenges at the destination and consultations with stakeholders for the sustainable and responsible development of tourism at destination.
- i. Proposed Interventions covering areas of
  - i. Spatial planning and hard interventions
  - ii. Branding, marketing and promotion
  - iii. Soft Interventions including skilling and capacity development, digitalization, etc.

Interventions being proposed at the destination shall be limited to the tourism hotspots, hospitality districts and entry points having considerable tourist footfalls in the region e.g., tourist attractions, markets, promenades, and entry points etc.

Consultant shall be required to assess the prefeasibility of proposed interventions to identify the PPP projects.



From the plan, priority tourism projects shall be identified for implementation through funding from the Swadesh Darshan scheme. Some of these proposed interventions shall require DPR preparation for implementation while some softer interventions would be directly taken up for implementation after approval of the Plan.

- j. Layout plans of approved hard interventions to be prepared on open-source GIS platform.
- k. Preparation of 3D Walkthrough of proposed interventions.
- l. Assist in the mapping of approved spatial intervention(s) in the “Swadesh Darshan” Layer on PM Gati Shakti portal in collaboration with BiSAG.
- m. Action Plan for short term, medium term, and long-term duration for the implementation of the proposed interventions including implementation timelines, implementation agency and funding model.

The consultant shall also update the plan with latest development and improvements as may be required during implementation of the Scheme at the selected destination. The same shall be reviewed by the Ministry of Tourism every six month.

**(iii) Preparation of Detailed Project Report(s)**

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.

The DPR shall include:

- a. Surveys and Investigations
- b. Tendering Design & drawings,
- c. Tender BOQ,
- d. O&M Plan and Costs,
- e. Implementation Framework
- f. Relevant Statutory Clearances

**(iv) Bid Process Management**

**a. For Project Implementation**

The consultant shall prepare Bid Documents and assist State Implementation Agency in bid process management leading to selection of appropriate

agency(s) for undertaking implementation of the projects sanctioned in the DPR(s).

**b. For Onboarding of O&M Operator**

The consultant shall assist the Authority in securing the O&M of the developed assets which would include bid process management for selection of O&M operator & onboarding assistance.

**(v) Implementation and Monitoring**

**f. Assistance to Implement Destination Development Activities**

The consultant shall assist Destination Management Organisation and/or State Implementation Agency in undertaking various interventions identified in the Master Plan, Strategy and Action Plan for the destination, which can include but not limited to the following activities:

- i. Partnering with various local institutions, colleges and schools in adoption of assets and destination to ensure community involvement in sustainable development and operations of the destination.
- ii. Reaching out to the Start-up Community / Institutions in identification of solutions to the destination problems and identifying innovative products and experiences.
- iii. Destination branding, promotion & marketing activities
- iv. Promoting private investment and assistance in undertaking investment promotion roadshows.
- v. Undertaking capacity building initiatives and training programs for guides, tour operations, street food vendors, etc.
- vi. Provide inputs for deployment of grievance redressal mechanism.
- vii. Provide inputs for deployment of various digital initiatives including visitor management system for the destination.
- viii. Undertaking various sustainability initiatives at the destination.
- ix. Provide inputs for development of Destination Dashboard with MIS system and KPI monitoring.

**g. Implementation and Monitoring of Projects sanctioned in DPR**

For effective implementation and monitoring of projects, the consultant shall undertake the following activities

- i. Monitor the progress of various interventions as per the implementation schedule and would provide monthly progress report to the State Implementation Agency and Ministry of Tourism.
- ii. Assist the State Implementation Agency in timely submission of Utilization Certificates (UC) and other documents as maybe required for the release of funds from the Ministry of Tourism.
- iii. Assist the State Implementation Agency in successful closure of the project including Project Completion Report, Photographs / Videography of the completed assets, etc.

### C. Deliverables

- (i) In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the “Deliverables”) during the course of this Consultancy. Each deliverable shall include an executive summary, analysis, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 2 (two) hard copies and soft copies of all the Reports mentioned herein below shall be submitted to the State Implementation Agency.
- (ii) The total duration for preparation of the various deliverables shall be as per the timelines mentioned below, excluding the time taken by the Authority in providing the requisite documents or in conveying its comments on the Reports. The Consultant shall deploy its Personnel as per the Deployment of Personnel proposed.
- (iii) The staged deliverables will include:

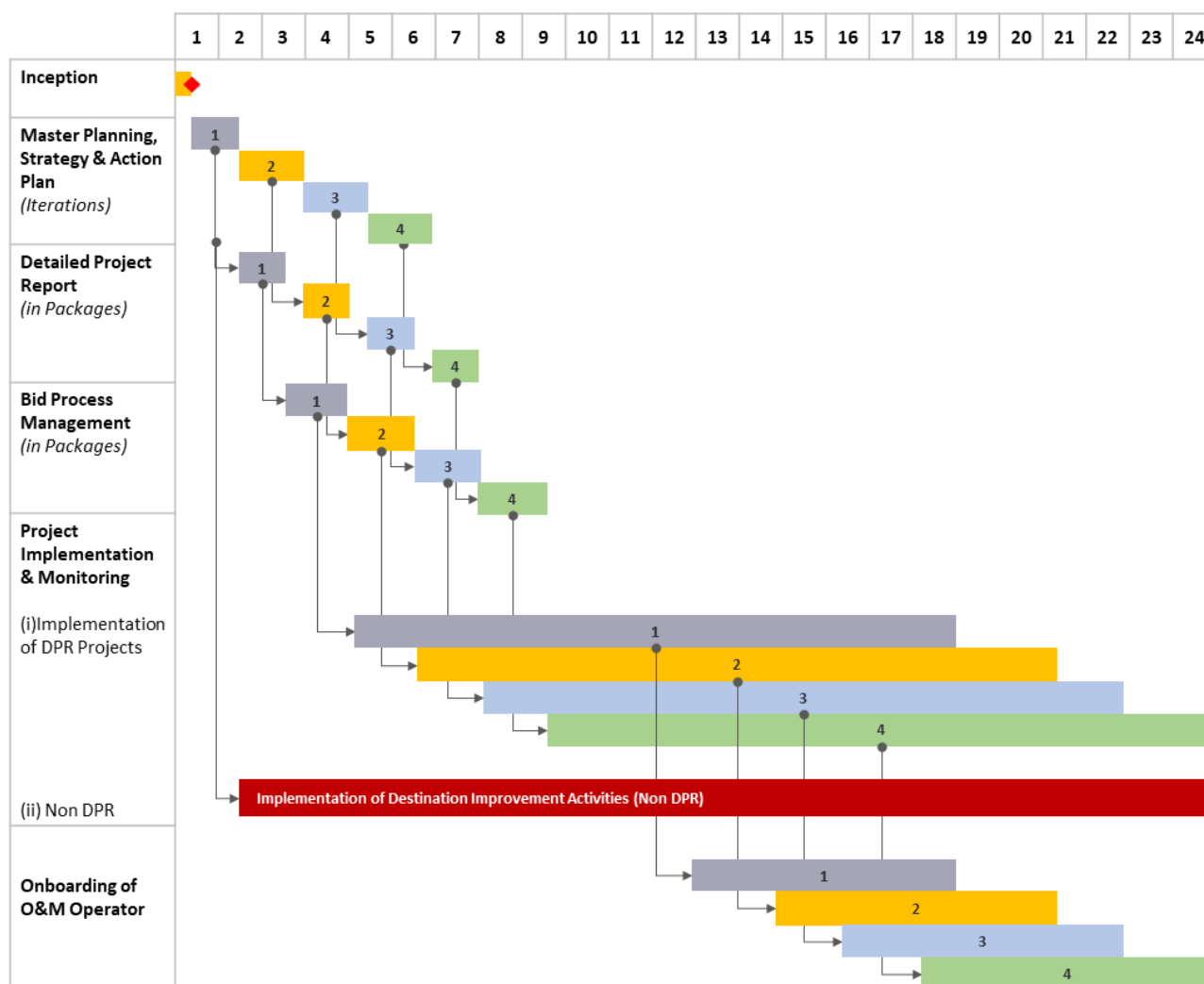
Deliverable No.	Name of Deliverable	Time Frame (Months)	Cumulative Timeframe (Months)
<b>(i) Inception</b>			
D1	Inception Report	0.5	0.5
<b>(ii) Master Plan, Strategy and Action Plan</b>			
D2	Master Plan, Strategy and Action Plan - Iteration 1	1.0	1.5
D3	Master Plan, Strategy and Action Plan- Iteration 2	1.5	3.0
D4	Master Plan, Strategy and Action Plan- Iteration 3	1.5	4.5

<b>Deliverable No.</b>	<b>Name of Deliverable</b>	<b>Time Frame (Months)</b>	<b>Cumulative Timeframe (Months)</b>
D5	Master Plan, Strategy and Action Plan-Iteration 4	1.5	6.0
<b>(iii) Detailed Project Reports</b>			
D6	DPR Package 1	1.0	2.5
D7	DPR Package 2	1.0	4.0
D8	DPR Package 3	1.0	5.5
D9	DPR Package 4	1.0	7.0
<b>(iv) Bid Document &amp; Evaluation Report</b>			
D10	Bid Document & Evaluation Report for DPR Package 1	1.5	4
D11	Bid Document & Evaluation Report for DPR Package 2	1.5	5.5
D12	Bid Document & Evaluation Report for DPR Package 3	1.5	7.0
D13	Bid Document & Evaluation Report for DPR Package 4	1.5	8.5
<b>(v) Onboarding of O&amp;M Operator</b>			
D14	Bid Document & Evaluation Report for O&M Operator	12	24
<b>(vi) Monthly Reporting</b>			
D15	Monthly Progress Report	5 <sup>th</sup> Day of Every Month	24

The above schedule to be read along with timeline chart illustrative in Section D(1) below:

#### **D. Timelines and Payment Schedule**

(i) The timelines envisaged for the above deliverables has been illustrative as below:



(ii) For various staged deliverables and other support activities to be undertaken by the consultant, respective timelines (from the date of signing of agreement) and the percentage payment for each destination shall be as follows:

**(i). Inception Report**

Sn	Stage	Cumulative Timeframe	Percentage Payment
1.	Approval of Inception Report	15 days	5%

**(ii). Master Plan, Strategy and Action Plan**

Sn	Stage	Cumulative Timeframe	Percentage Payment
1.	Approval of Iteration 1	1.5 Months	5%
2.	Approval of Iteration 2	3.0 Months	5%

Sn	Stage	Cumulative Timeframe	Percentage Payment
3.	Approval of Iteration 3	4.5 Months	5%
4.	Approval of Iteration 4	6.0 Months	5%
<b>Total</b>		<b>6 Months</b>	<b>20%</b>

Payment shall be subject to In-principal approval by CSMC.

**(iii). Detailed Project Report**

Sn	Stage	Cumulative Timeframe	Percentage Payment
1.	Sanction of DPR Package 1	2.5 Months	2.5%
2.	Sanction of DPR Package 2	4.0 Months	2.5%
3.	Sanction of DPR Package 3	5.5 Months	2.5%
4.	Sanction of DPR Package 4	7.0 Months	2.5%
<b>Total</b>		<b>7 Months</b>	<b>10%</b>

Payment shall be subject to sanctioning of the projects package by the CSMC.

**(iv). Bid Process Management**

Sn	Stage	Cumulative Timeframe	Percentage Payment
1.	Award of Work Order for Package 1	4 Months	2.5%
2.	Award of Work Order for Package 2	5.5 Months	2.5%
3.	Award of Work Order for Package 3	7.0 Months	2.5%
4.	Award of Work Order for Package 4	8.5 Months	2.5%
5.	Onboarding of O&M Operator	Within 3 months of Project Completion	8%
<b>Total</b>		<b>10.5 Months</b>	<b>18%</b>

**(v). Implementation & Monitoring**

Sn	Stage	Cumulative Timeframe	Percentage Payment
1.	Deployment of Project Manager and Destination Personnel and submission of Monthly Progress Report (MPR) on 5th of every month online.	To be monthly disbursed, equally distributed over 24-month contract period	15%
2.	Release of 65% limit to State Implementation Agency	As per Project Implementation Schedule	12%
3.	Release of 95% limit to State Implementation Agency		10%
4.	Release of 100% limit to State Implementation Agency		10%
<b>Total</b>		<b>24 Months</b>	<b>47%</b>

**E. PDMC Team Structure**

(i) The Consultant shall form a multi-disciplinary team (the “Consultancy Team”) for undertaking this assignment. The Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal.

(ii) The team shall be led by a designated Team leader, who will be supported by the key personnel and destination personnel, who would be required part time as per the needs of the projects during the agreement period. They would work from their usual place of work but shall visit the state headquarter and destination as often as may be required for the project. There will also be other supporting junior technical, professional and administrative staff assisting these key personnel.

**(iii) Team Composition for each State/UT**

For the PDMC consulting services, following key and destination personnel would be required to be mobilized by the applicant during the assignment. The team composition for each State/UT, covering key personnel and destination personnel is in table below:

Sn	Personnel	Input Type
<b>Key Personnel</b>		
1	Team Leader	Intermittent

Sn	Personnel	Input Type
2	Project Manager	Full Time (at State HQ)
3	Tourism Product Planning & Design Expert	Intermittent
4	Investment & PPP Expert	Intermittent
5	Destination Marketing & Promotion Expert	Intermittent
6	IT/Digitalization Expert	Intermittent
7	Skilling and Capacity Development Expert	Intermittent
<b>Destination Personnel</b>		
8	Project Coordinator 1	Full Time (at each Destination)
9	Project Coordinator 2	Full Time (at each Destination)

Apart from the above-mentioned resources the Consultant shall deploy additional experts to ensure holistic planning of the destination. The experts shall be available throughout the engagement period to assist in the implementation of the planned interventions. The team will be supported by other technical and professional staff as may be required.

The Consultant shall be required to submit undertaking and provide resource allocation chart for the Key Personnel as per **Form 2 of Appendix II** to provide visibility on availability of required resource bandwidth on the current project. The Authority or the State Implementation Agency during the engagement may also request the Consultant to share the deployment of proposed Personnel on the other projects including other PDMC engagements to assess resource workload and their ability to deliver the designated projects efficiently as PDMC.



**(i) Roles & Responsibilities for Key Personnel and Destination Personnel**

Sn	Profile	Indicative Responsibilities
1	<b>Team Leader</b>	<ul style="list-style-type: none"> <li>Responsible for overall management</li> <li>Leading discussions with senior stakeholders</li> <li>Ensuring timely mobilization / demobilization of staff as per the requirement.</li> <li>Ensuring quality and timely deliverables</li> <li>Establishment of Performance Monitoring System</li> <li>Review project and enable in project issues resolution</li> <li>Drive sustainability principles across various project milestones</li> <li>Reporting of Monthly Progress.</li> </ul>
2	<b>Project Manager</b>	<ul style="list-style-type: none"> <li>Support in preparation of Masterplan and DPRs</li> <li>Undertaking stakeholder consultations</li> <li>Prepare project schedule and monitor progress</li> <li>Assess project issues and impact on timeline / cost</li> <li>enable in project issues resolution.</li> <li>Assist in contract management</li> <li>Assist in 3rd party inspections</li> <li>Assist in submission of UCs and Reports</li> </ul>
3	<b>Tourism Product Planning &amp; Design Expert</b>	<ul style="list-style-type: none"> <li>Assessment of potential themes for destination development</li> <li>Conceptualise tourism products and experiences</li> <li>Identify interventions to enhance tourist expenditure at the destination</li> <li>Development of interventions to ensure social and economic sustainability aspects at the destination.</li> <li>Ensuring sustainable O&amp;M of products and experiences</li> </ul>
4	<b>Investment &amp; PPP Expert</b>	<ul style="list-style-type: none"> <li>Undertake project pre-feasibility assessment</li> <li>Identification of opportunities to promote Private Investment at the Destination</li> <li>Assess possible models for implementation of projects through PPP Mode</li> <li>Undertake planning of sustainable O&amp;M for assets developed.</li> <li>Organise investor consultations and meet for mapping of potential players and understanding of key concerns</li> </ul>
5	<b>Destination Marketing &amp; Promotion Expert</b>	<ul style="list-style-type: none"> <li>Formulation of Strategy and Action Plan for Destination Branding, Marketing and Promotion.</li> <li>Development of a media &amp; PR plan, Outreach campaigns development and implementation in</li> </ul>

Sn	Profile	Indicative Responsibilities
		support of Media/PR partner <ul style="list-style-type: none"> <li>• Monitor and Review implementation of branding, marketing, and promotion interventions</li> <li>• Providing assistance to Media/PR/Social Media agency with knowledge support</li> </ul>
6	<b>IT/Digitalization Expert</b>	<ul style="list-style-type: none"> <li>• Formulation of Strategy and Action Plan for digital interventions and solutions for the destination such as website/app, digital content, AR/VR, development of destination dashboard, etc.</li> <li>• Monitor and Review implementation of the digital initiatives for the destination.</li> </ul>
7	<b>Skilling and Capacity Development Expert</b>	<ul style="list-style-type: none"> <li>• Assess the skills and training gap related tourism and hospitality sector at the destination.</li> <li>• Identify opportunities and key stakeholders for initiating skills training and capacity development.</li> <li>• Advise and, if need be, facilitate training programs and tools to enhance and other soft skills people involved in the tourism and hospitality sector.</li> <li>• Identify opportunities to develop partnership with organizations to provide trainings.</li> </ul>
8	<b>Project Coordinator 1</b>	<ul style="list-style-type: none"> <li>• Development of various reports and documents</li> <li>• Co-ordination between DMO, various contractors, State Implementation Agency and Ministry of Tourism</li> <li>• Tracking project progress / resource deployment</li> <li>• Providing reports in desired formats to State / Ministry</li> <li>• Any other task required to be undertaken for destination development and improvement.</li> </ul>
9	<b>Project Coordinator 2</b>	<ul style="list-style-type: none"> <li>• Development of various reports and documents</li> <li>• Co-ordination between DMO, various contractors, State Implementation Agency and Ministry of Tourism</li> <li>• Tracking project progress / resource deployment</li> <li>• Assisting in creating destination specific data/content for initiatives</li> <li>• Coordinating scheme level events and initiatives at the destination in support if State/IA</li> <li>• Any other task required to be undertaken for destination development and improvement</li> </ul>

**(ii) Destination Personnel's Qualification and Experience**

Sn	Profile	Qualification	Experience
1	<b>Project Coordinator 1</b>	Graduation in Architecture/ Engineering / Urban Planning	<ul style="list-style-type: none"> <li>• Minimum 4 years' experience</li> <li>• Experience in project planning and monitoring preferably related to urban / tourism sector</li> </ul>
2	<b>Project Coordinator 2</b>	Graduate in any stream	<ul style="list-style-type: none"> <li>• Minimum 4 years' experience</li> <li>• Experience in implementing community / social initiatives including capacity building, events, roadshows, consultations etc.</li> </ul>

**F. Office space at State / Destination**

The State/UT shall provide sufficient furnished space and the consultant shall establish a Project Office at the State & the selected destination, for efficient and coordinated performance of its Services.

**G. Reporting**

- (i) The Consultant will work closely with the State Mission Director. The State Mission Director of the respective State/UT will be responsible for the overall coordination and project development. He/she will play a coordinating role in dissemination of the Consultant 's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- (ii) The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the State/UT and Ministry of Tourism.
- (iii) Monthly review of PDMC work may be undertaken to ensure due involvement of the Key Personnel on the project. All team members will be required to make presentations on progress of various initiatives and deliverables. The Consultant is required to prepare and submit a monthly report on 5<sup>th</sup> of every month, including details of actual deployment during the month and activities performed by all the Key and Destination Personnel.
- (iv) The Consultant shall also support in any other project reporting requirement and online data updation as prescribed by Ministry of Tourism or State Implementation Agency.

**H. Site Visits**

The Consultant's Team Lead and other Key Personnel shall be required to undertake minimum one (1) visit to the States/ Destination (s) every month during the contract period, to ensure due oversight on the project as mandated by the Authority.

The cost of approved/ authorized visits to and from the State/UT Capital, Destination(s) and Ministry of Tourism, New Delhi required to be undertaken by the Key and/or Destination Personnel shall be reimbursed as per actuals subject to entitlement of an Under Secretary level officer of the Government of India.

**I. Data to be made available by the State Implementation Agency**

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

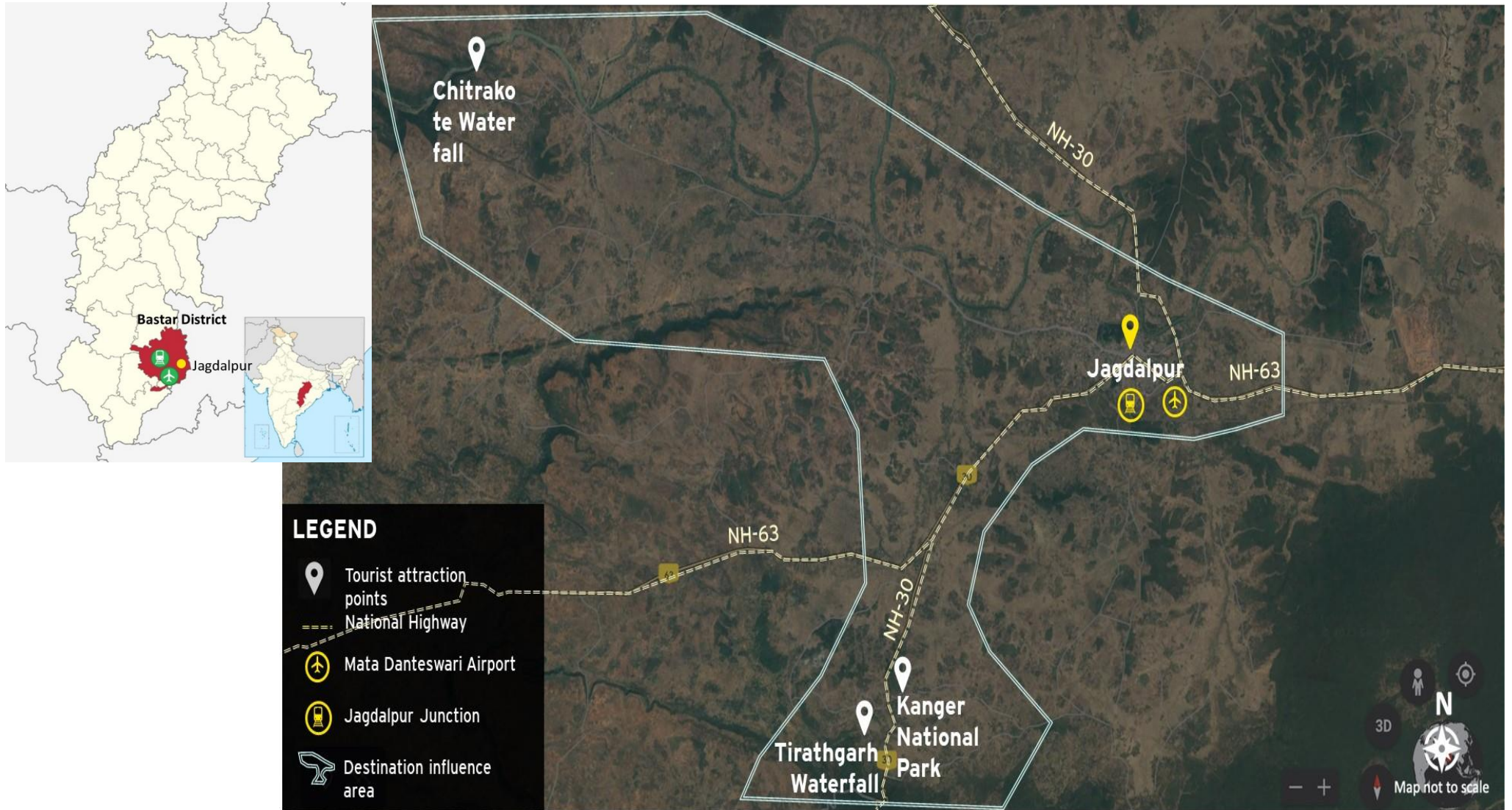
**J. Completion of Services**

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

**K. Destination Briefs****1. Chhattisgarh****1a. Jagdalpur**

<b>Attribute</b>	<b>Details</b>
<b>About the Destination</b>	Jagdalpur is a city in Bastar district in the Indian state of Chhattisgarh. Jagdalpur has religious significance by hosting one of the 52 Shakti peeth. It is one of the most important commercial and financial hub of Chhattisgarh.
<b>Population (2011 Census)</b>	2,39,808 persons
<b>Major Themes &amp; Products</b>	<ul style="list-style-type: none"> <li>• The predominant tourism themes of the destination is Historical, Cultural, Heritage and Adventure tourism.</li> <li>• The major attraction of the destination is the Chitrakote Waterfall which is also known as Niagra fall of India</li> <li>• Tirthgarh waterfalls, Kanger valley National Park are the other attractions.</li> </ul>
<b>Connectivity</b>	<p><b>Nearest Airport:</b> Mata Danteswari (JGB) Airport (4 Kms)</p> <p><b>Nearest Railway:</b> Jagdalpur RS (3 Kms)</p> <p><b>Nearest Highway Connectivity:</b> NH-30 and SH-30</p>
<b>Tourism Ecosystem</b>	<p><b>Average Annual Footfall:</b> 1.02 lakh tourists (including 385 foreign tourists)</p> <p><b>Accommodation Units:</b> 27 (60 rooms)</p> <p><b>Classified Hotels:</b> NA</p> <p><b>Nearby Attractions:</b> Narayanpal Temple, Chitradhara Waterfall, Kailash Cave, Tamda Ghumar.</p> <p><b>Tourist Circuit:</b> The destination forms part of tribal circuit.</p>
<b>Swachh Survekshan Ranking</b>	75
<b>Major tourism projects in pipeline/under implementation</b>	None
<b>Destination Management Committee</b>	Constituted

### Indicative Study Area of the Destination



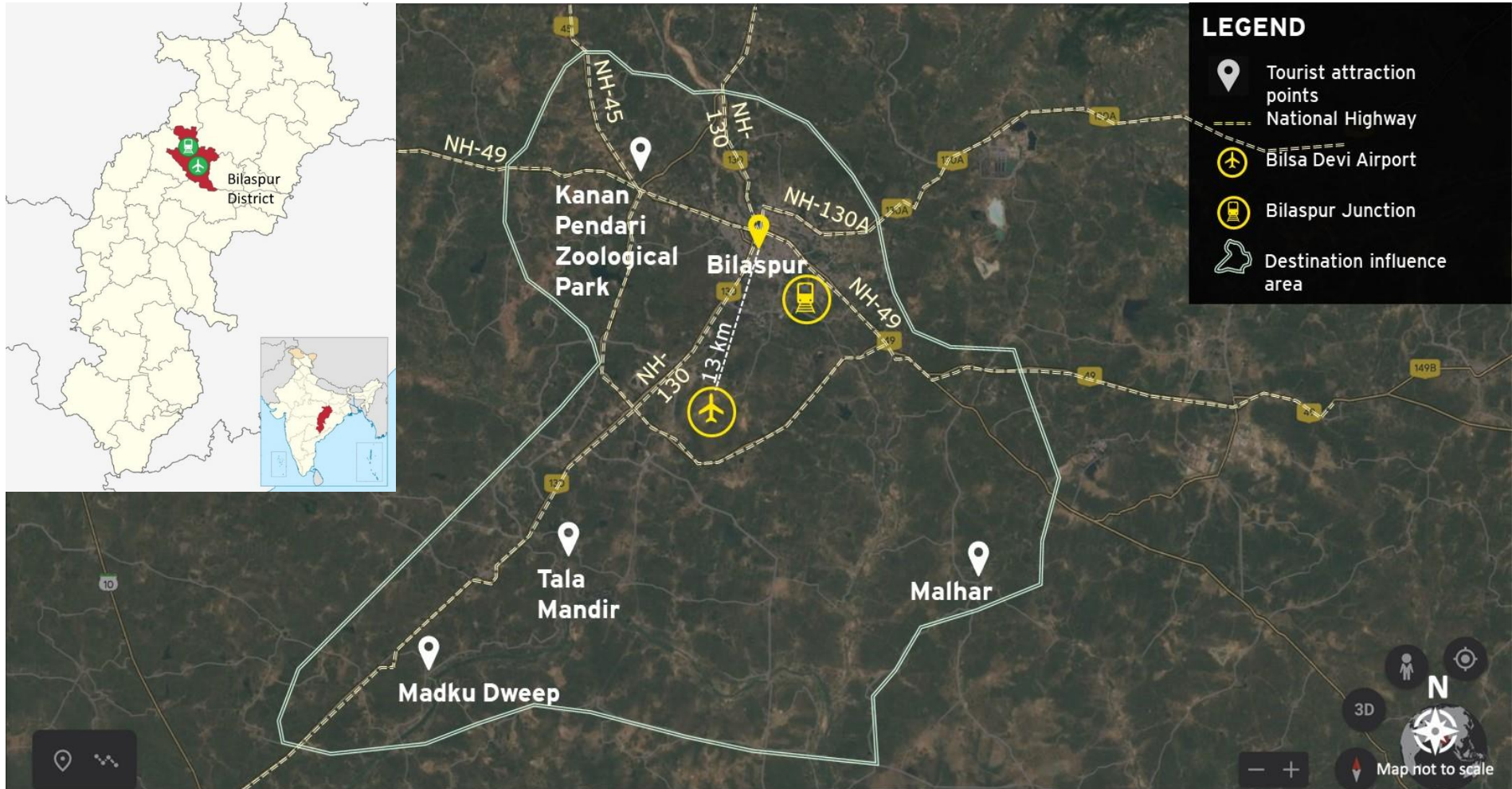
## 1 Chhattisgarh

## 1b. Bilaspur

Attribute	Details
<b>About the Destination</b>	The destination is located in Bilaspur district in the state of Chhattisgarh. Bilaspur is also known as City of Festivals surrounded by mineral and coal rich deposits. It is an ancient place with varied tourism places of religious, heritage, natural, cultural, and adventure sports.
<b>Population</b> (2011 Census)	3,31,000 persons
<b>Major Themes &amp; Products</b>	<ul style="list-style-type: none"> <li>• The predominant tourism themes of the destination is religious, heritage, natural, cultural, and adventure sports.</li> <li>• The major attraction of the destination are Tala temples, Malhar.</li> <li>• Kananpendari Zoological Park and Mandkudweep are the other attractions.</li> </ul>
<b>Connectivity</b>	<p><b>Nearest Airport:</b> Bilsa Devi Kevat (PAB) (13 Kms)</p> <p><b>Nearest Railway:</b> Bilaspur Junction RS (5 Kms)</p> <p><b>Nearest Highway Connectivity:</b> NH-49, NH-45, NH-130</p>
<b>Tourism Ecosystem</b>	<p><b>Average Annual Footfall:</b> 46 lakh tourists (including 20 lakhs foreign tourists)</p> <p><b>Accommodation Units:</b> 35 (1133 rooms)</p> <p><b>Classified Hotels:</b> 3 (161 rooms)</p> <p><b>Nearby Attractions:</b> Narayanpal Temple, Chitradhara Waterfall, Kailash Cave, Tamda Ghumar.</p> <p><b>Tourist Circuit:</b> The destination forms part of tribal circuit.</p>
<b>Swachh Survekshan Ranking</b>	64
<b>Major tourism projects in pipeline/under implementation</b>	MadkuDweep: Proposals for Multiple Destinations under PRASHAD Mini scheme (Tourist Facilitation Centre)
<b>Destination Management Committee</b>	Constituted



Indicative Study Area of the Destination

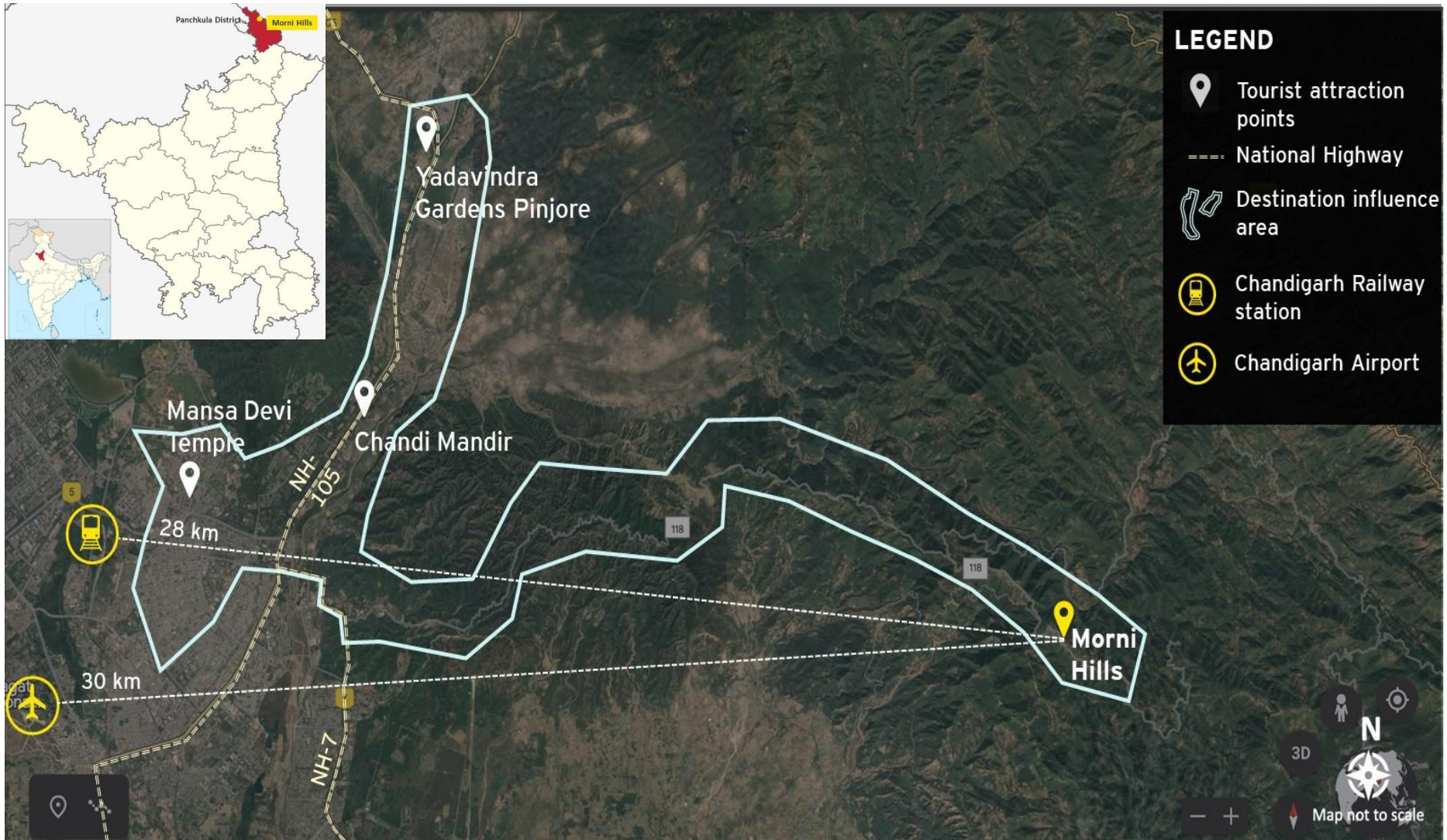




**2. Haryana****2a. Panchkula (Morni)**

<b>Attribute</b>	<b>Details</b>
<b>About the Destination</b>	Panchkula is a nature and adventure-based tourism place located in Haryana state. Situated in the north of Haryana close to Himachal Pradesh.
<b>Population</b> (2011 Census)	2,11,000 persons
<b>Connectivity</b>	<b>Nearest Airport:</b> Chandigarh Airport (30 Km) <b>Nearest Railway Station:</b> Chandigarh RS (28 Kms) <b>Highway Connectivity:</b> NH 7
<b>Major Themes &amp; Products</b>	<ul style="list-style-type: none"> <li>• The predominant tourism themes of the destination are eco based, adventure based and religious tourism.</li> <li>• The major attractions of the destination Morni hills.</li> <li>• Other attractions are Yadavindra Gardens, Pinjor, Mata Mansa Devi Temple, Chandi Mandir.</li> </ul>
<b>Tourism Ecosystem</b>	<b>Average Annual Footfall:</b> 8.23 lakh tourist <b>Accommodation Units:</b> 108 Hotels (1164 rooms) <b>Classified Hotels:</b> 2 (420) <b>Nearby Attractions:</b> Kaushalya Dam, Kalka Mata Temple <b>Tourist Circuit:</b> None
<b>Swachh Survekshan Ranking</b>	99
<b>Major tourism projects in pipeline/under implementation</b>	Development of Adventure Sports, Eco Tourism at Kaushalya Dam
<b>Destination Management Committee</b>	Constituted

### Indicative Study Area of the Destination



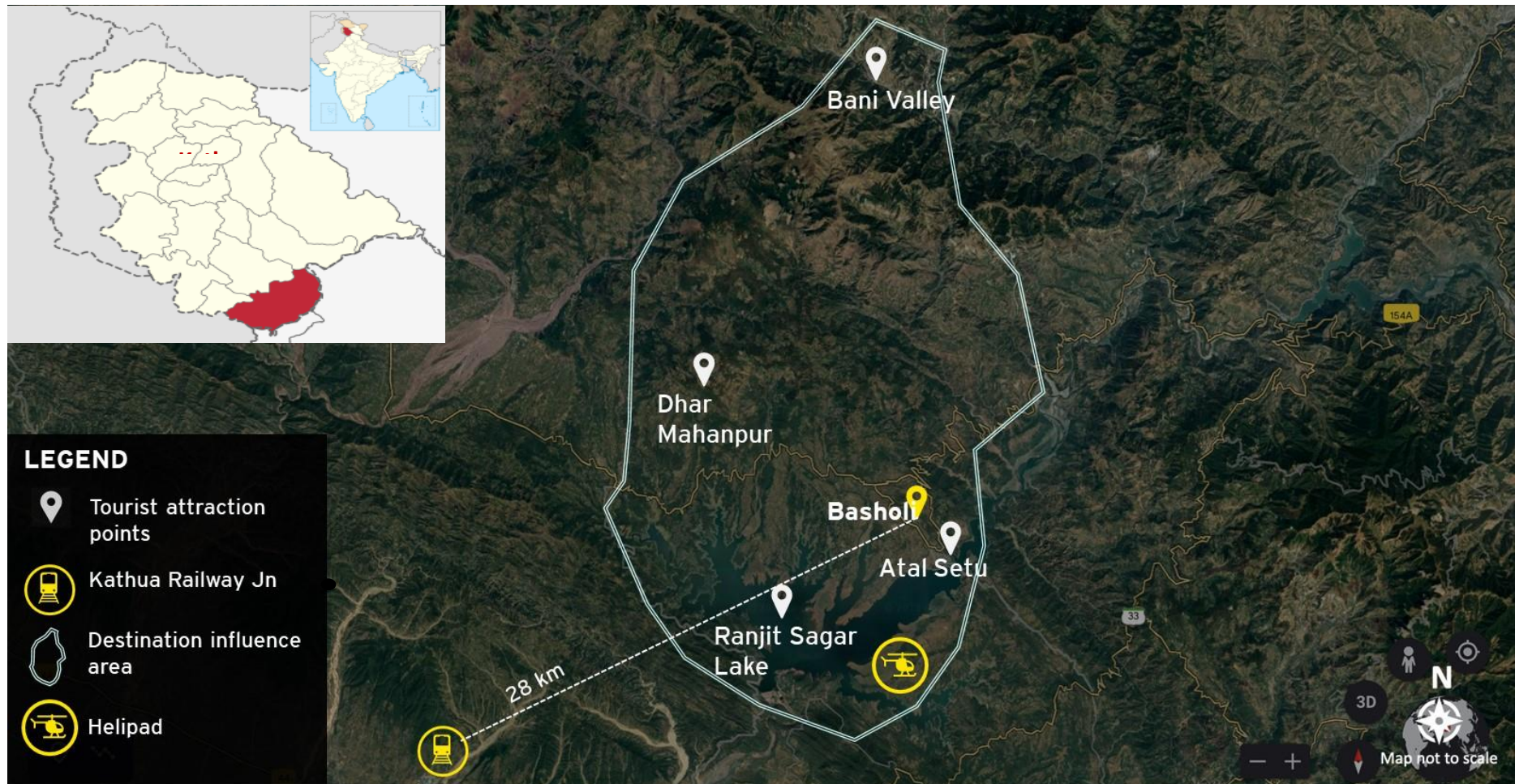
### 3. Jammu and Kashmir (UT)

#### 3a. Basholi

Attribute	Details
<b>About the Destination</b>	Basholi is located in Kathua district of Jammu and Kashmir UT sharing its borders with the states of Punjab and Himachal Pradesh. It is situated on the right bank of Ranjit Sagar Dam.
<b>Population</b> (2011 Census)	7,000 persons
<b>Connectivity</b>	<b>Nearest Airport:</b> Jammu Airport (145 Kms) <b>Nearest Railway Station:</b> Jammu Tawi RS (66 Kms) <b>Highway Connectivity:</b> NH-244
<b>Major Themes &amp; Products</b>	<ul style="list-style-type: none"> <li>The predominant tourism themes of the destination are water sports and adventure activities.</li> <li>The major attractions of the destination include Atal Sethu, Basholi paintings, Bani valley, Dhar Mahanpur</li> </ul>
<b>Tourism Ecosystem</b>	<b>Average Annual Footfall:</b> 20,100 tourists <b>Accommodation Units:</b> 15 (145 Rooms) <b>Classified Hotels:</b> None <b>Nearby Attractions:</b> Sarthal, Dhaggar <b>Tourist Circuit:</b> None
<b>Swachh Survekshan Ranking</b>	Not Recorded
<b>Major tourism projects in pipeline/under implementation</b>	Installation of Floating Jetties allied works at Satwain Purthu Ranjit Sagar Dam
<b>Destination Management Committee</b>	Constituted



Indicative Study Area of the Destination



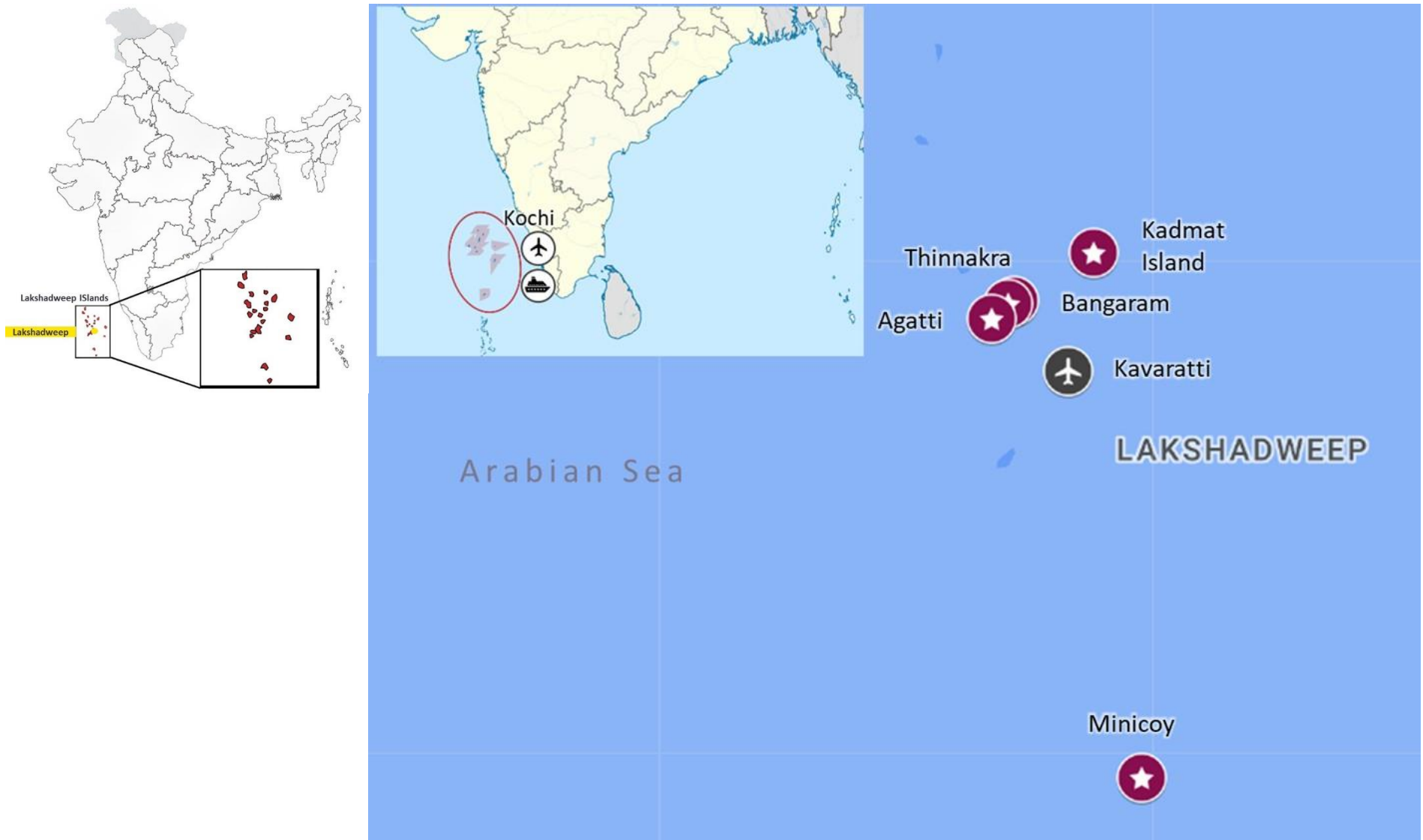
## 4. Lakshadweep UT

Attribute	Details
<b>About the Destination</b>	Lakshadweep UT is an archipelago of 36 islands in the Arabian sea, out which 10 are inhabited. The islands have a total surface area of 32 Sq km. Kavaratti is the Headquarters of the Administration and its most developed island.
<b>Population</b> (2011 Census)	64,473 persons
<b>Connectivity</b>	<p>Kochi, Kerala is the major gateway to Lakshadweep from where passenger ships and flights operate. All Islands are 220 to 440 km away from Kochi.</p> <p><b>Airport/Airstrip:</b> Airstrip on Agatti island with helicopter services to Kavaratti.</p> <p><b>Waterway Connectivity:</b> 6 ships connect Kochi, Kozhikode (Bey pore) and Lakshadweep: MV Kavaratti, MV Amindivi, MV Minicoy, MV Arabian Sea, MV Lakshadweep Sea and MV Bharath Seema. Boat/ferry service is available between islands.</p>
<b>Major Themes &amp; Products</b>	<ul style="list-style-type: none"> <li>• Lakshadweep is known for its exotic beaches and green landscape with beach and adventure tourism as its predominant themes</li> <li>• The major attractions include Karavatti, Bangaram, Agatti, Kadmat, Minicoy and Kalpeni islands.</li> <li>• Popular water sports activities include scuba diving, wind surfing, snorkeling, surfing, kayaking, etc. Kadmat, Bangaram, Agatti, Kavaratti and Minicoy Islands provide dive facilities with PADI certified instructors.</li> </ul>
<b>Tourism Ecosystem</b>	<p><b>Average Annual Footfall:</b> 6,600 tourists</p> <p><b>Accommodation Units:</b> 4 resorts in Kavaratti, Bangaram, Kadmath and Minicoy islands (82 rooms)</p> <p><b>Classified Hotels:</b> None</p> <p><b>Nearby Attractions:</b> None</p> <p><b>Tourist Circuit:</b> None</p>
<b>Swachh Survekshan Ranking</b>	Not recorded
<b>Major tourism projects in pipeline/under implementation</b>	NITI Aayog is undertaking development of anchor tourism projects, eco-tourism projects in the islands of Kadmat, Minicoy and Suheli in Lakshadweep.

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Attribute	Details
Destination Management Committee	Constituted

Indicative Study Area of the Destination

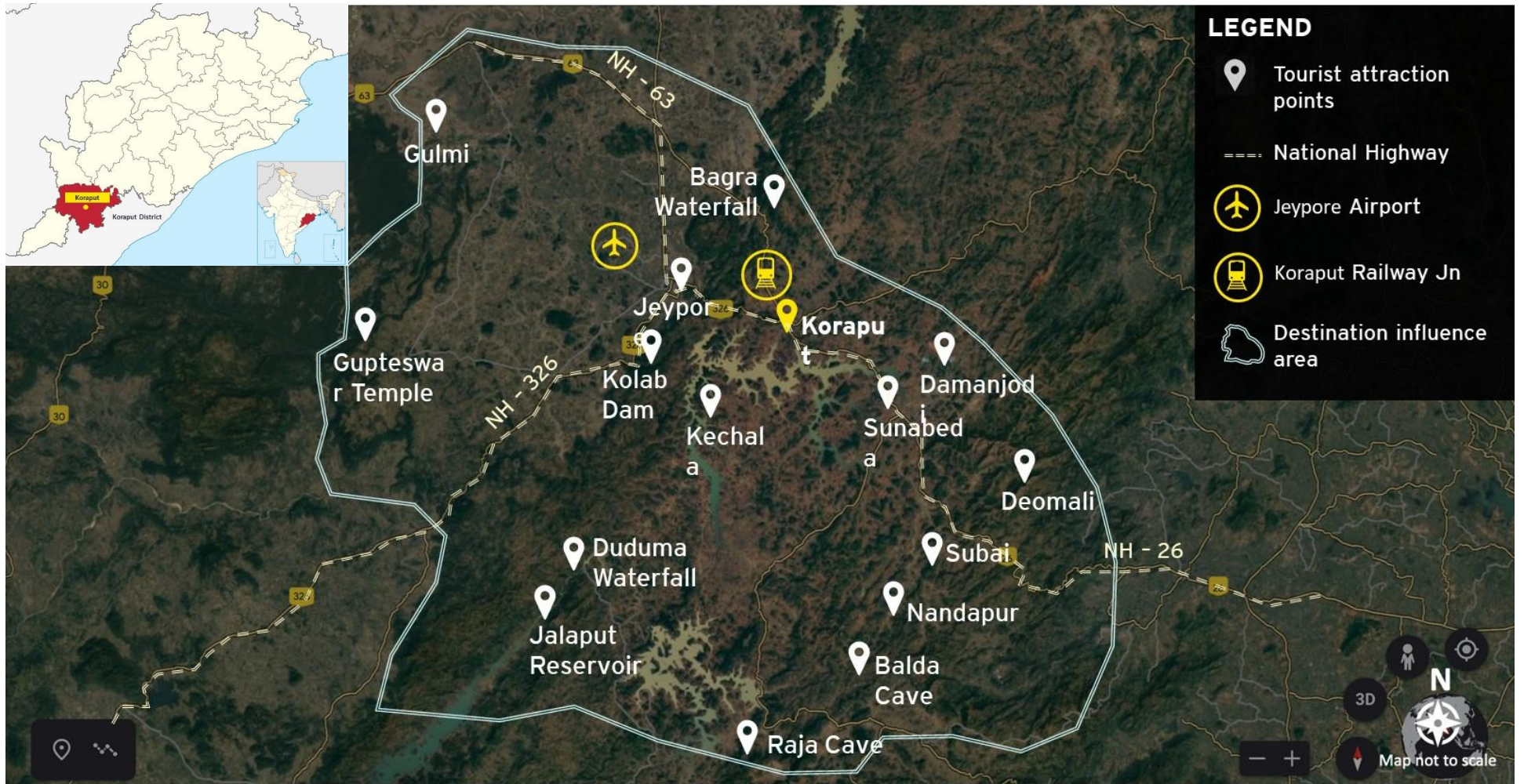


5. Odisha  
Koraput

Attribute	Details
<b>About the Destination</b>	Koraput is a popular destination located in Koraput district of Odisha. Koraput is a popular destination in southern Odisha known for Tribal and Ecotourism.
<b>Population (2011 Census)</b>	47,468 persons
<b>Connectivity</b>	<b>Nearest Airport:</b> Jeypore Airport (19 Kms) <b>Nearest Railway Station:</b> Karaput Junction RS (8 Kms) <b>Highway Connectivity:</b> NH-326
<b>Major Themes &amp; Products</b>	<ul style="list-style-type: none"> <li>The predominant tourism themes of the destination are Tribal, Ecotourism and adventure tourism.</li> <li>The major attractions of the destination include Rani Duduma waterfalls, tribal markets, Gupteshwar temple, Koraput coffee garden</li> </ul>
<b>Tourism Ecosystem</b>	<b>Average Annual Footfall:</b> 47,000 tourists <b>Accommodation Units:</b> 14 (311 Rooms) <b>Classified Hotels:</b> none <b>Nearby Attractions:</b> Rani Dudma Waterfalls <b>Tourist Circuit:</b> None
<b>Swachh Survekshan Ranking</b>	Not Recorded
<b>Major tourism projects in pipeline/under implementation</b>	NA
<b>Destination Management Committee</b>	Constituted



### Indicative Study Area of the Destination



**L. Model Templates**

**I. Destination Master Plan, Strategy and Action Plan**

**I. Detailed Project Report**

**SCHEDULE - 2: AGREEMENT**

(See Clause 2.1.3)

**AGREEMENT**

**FOR**

**PROJECT DEVELOPMENT AND MANAGEMENT CONSULTANT UNDER  
SWADESH DARSHAN 2.0 SCHEME FOR .....**

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

**Name of State / UT**

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- 2.4 Expiry of Agreement
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Annexure-4: Payment Schedule

Annexure-5: Bank Guarantee for Performance Security

Annexure 6: CV of Key and Destination Personnel

## AGREEMENT

### **Project Development and Management Consultants for State Government / UT Administration of..... under Swadesh Darshan 2.0 Scheme**

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

between, on the one hand,

[.....] (Hereinafter called the Authority) which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand,

a consortium consisting of the following entities, each of which will be jointly and severally liable to the Authority for all the Consultant's obligations under this Contract, namely, ..... represented by its ..... ("Lead Member") and .....represented by its ..... ("Consortium Member") (hereinafter called the "Consultant") which expression shall include their respective successors and permitted assigns).

#### WHEREAS

- a. The Ministry of Tourism has undertaken empanelment of PDMC with reference to the RFQ No SD-8/3/2022 dated 14.07.2022. The agencies empaneled as PDMC has been notified by Ministry of Tourism vide No SD-8/3/2022 dated 15.12.2022.
- b. The Ministry of Tourism has invited proposals vide its Request for Proposal for Selection of Project Development and Management Consultants for State/UT of .....under the Swadesh Darshan 2.0 Scheme. (Hereinafter called the **Project**);
- c. 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
- d. 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



- e. 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 .....
- (i) **INR, Re. or Rs.** means Indian Rupees;
- (j) **Member**, in case the Consultant consists of a joint venture or consortium of more than one entity, means any of these entities, and —Members|| means all of these entities;
- (k) **Party** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (l) **Personnel** means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (m) **RFP** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (n) **Services** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto;
- (o) **Third Party** means any person or entity other than the Government, the Authority, the Consultant.

- (p) 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:

- (e) Agreement;
- (f) Annexes of Agreement;
- (g) RFP;
- (h) PDMC Empanelment RFQ and
- (i) Letter of Award.

## **1.2 Relation between the Parties**

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

## **1.3 Rights and obligations**

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

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

## **1.4 Governing law and jurisdiction**

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

## **1.5 Language**

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

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

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

#### **1.7 Notices**

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

- (a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.10 or to such other person as the Consultant may from time to time designate by notice to the Authority; provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number as the Consultant may from time to time specify by notice to the Authority;
- (b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority. Representative set out below in Clause 1.10 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by 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 the site of the Project in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

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

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

**1.10 Authorized Representatives**

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

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

.....  
.....  
Tel: .....  
Mobile: .....  
Email: .....

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

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

**1.11 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees, and other impositions as may be levied under the Applicable

Laws and the Authority shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

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

**2.1 Effectiveness of Agreement** This Agreement shall come into force and effect on the date 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 upon the earlier of (i) expiry of a period of 90 (ninety) days after the delivery of the final deliverable to the Authority; and (ii) the expiry of [2 (two) years] from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### **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:



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

#### 2.9.3 Cessation of rights and obligations

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

#### 2.9.4 Cessation of Services

Upon termination of this Agreement 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):

- (i) remuneration pursuant to Clause 6 hereof for Services satisfactorily performed prior to the date of termination.
- (ii) reimbursable expenditures pursuant to Clause 6 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination 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.

### 3.1.3 Applicable Laws

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

## 3.2 Conflict of Interest

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

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

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

3.2.3 Prohibition of conflicting activities

Neither the Consultant nor the Personnel 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:

- (a) **corrupt practice** means (i) the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority , shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Authority in relation to any matter concerning the Project;
- (b) **fraudulent practice** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Authority under this Agreement;
- (d) **undesirable practice** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 3.3 Confidentiality

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.

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

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 :

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

3.4.3 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]<sup>1</sup>;
- (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:

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<sup>1</sup> This amount may be fixed at 1% (one per cent) of the indicative capital cost of the Project, but subject to a maximum of Rs. 20 (twenty) crore.



- (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 specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **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 Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned Annexure 3 may be made by the Consultant by written notice to the Authority, provided that: (i) such adjustments shall not alter the originally estimated period of engagement of any individual by more than 20% (twenty per cent) or one week, whichever is greater, and (ii) the aggregate of such adjustments shall not cause payments under the Agreement to exceed the Agreement Value set forth in Clause 6.1.2 of this Agreement. Any other adjustments shall only be made with the written approval of the Authority.

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 his 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 and Project Manager**

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. In addition, the Consultant shall designate a **Project Manager** who shall be responsible for day-to-day performance of the Services.

## **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; provided that if such access shall not be made available to the Consultant as and when so required, the Parties shall agree on (i) the time extension, as may be appropriate, for the performance of Services, and (ii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause 6.1.3.

### **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 State Government, State Implementation Agency and 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 debarring 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 realization 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)*

(Reproduce as per Form-4 of Appendix-II)

**Annexure 3**

**Cost of Services**

*(Refer Clause 6.1)*

(Reproduce as per Form-2 of Appendix-III for the concerned State/UT)



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

(Reproduce D. Timelines and Payment Schedule from Schedule-1 of RFP)

**Annexure 5**

**Bank Guarantee for Performance Security**

*(Refer Clause 7.1.2)*

To

[.....  
.....  
.....]

In consideration of ..... (hereinafter referred as the “State Implementation Agency”, 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 Letter of Award no. .... dated ..... valued at Rs. .... (Rupees.....), (hereinafter referred to as the “**LoA**”) the assignment for consultancy services in respect of the ..... Project for the State/UT of ....., 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 LOA.

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

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

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

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

5. 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.

6. 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.

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

8. 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.

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

For .....

Name of Bank:

Seal of the Bank:

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

(Signature, name and designation of the authorised signatory)

NOTES:

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

**Annexure 6**

**CV of Key Personnel and Destination Personnel**

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

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

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Authority and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
  - (a) Authority and consultants:
    - (i) Potential consultant should not be privy to information from the Authority which is not available to others;
    - (ii) potential consultant should not have defined the project when earlier working for the Authority;
    - (iii) potential consultant should not have recently worked for the Authority overseeing the project.
  - (b) Consultants and concessionaires/contractors:
    - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments; or
    - (ii) no consultant should be involved in owning or operating entities resulting from the project; or
    - (iii) no consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Authority who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Authority.

All conflicts must be declared as and when the consultants become aware of them.

5. Another approach towards avoiding a conflict of interest is through the use of - Chinese wall to avoid the flow of commercially sensitive information from one part of the consultant's company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of —Chinese walls|| may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, —Chinese walls|| have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, —Chinese walls|| should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Authority.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called —scope—creep|| arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Authority, but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope creep. For example, lump-sum contracts provide fewer incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.
8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/ potential conflict of interest to the Authority at the earliest. Officials of the Authority involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

## **APPENDICES**



**APPENDIX-I: TECHNICAL PROPOSAL**

(See Clause 2.1.3)

**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 Project Development and Management Consultants (PDMCs) for under Swadesh Darshan Scheme 2.0 vide Request for Proposal (RFP) no. \_\_\_\_\_ dated \_\_\_\_\_.**

Sir,

1. With reference to your RFP Document mentioned above, I/We, having examined all relevant documents and understood their contents, hereby submit our **Proposal for Selection of PDMCs for the Phase-IV: States/UT's of Chhattisgarh, Haryana, Jammu and Kashmir UT, Lakshadweep UT and Odisha**. 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 PDMC for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem

- necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
  6. I/We certify that in the last five years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
  7. I/We declare that:
    - (a). I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Authority;
    - (b). I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
    - (c). I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
    - (d). I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of 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 declare that we/any member of the consortium, are/is not a Member of a/any other Consortium applying for the Selection as a Consultant.
  10. I/We certify that in regard to matters other than security and integrity of the country,

we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above-mentioned Project.
14. A bid securing declaration is attached, in accordance with the RFP document.
15. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
16. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
17. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith in Form 3/4 of Appendix I.
18. I/We have studied RFP and all other documents carefully. We understand that except to the extent as expressly set forth in the RFP document, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of project.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant)

**APPENDIX-I**

**Form 2: Statement of Legal Capacity**

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

Ref. Date:

To,

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

Dear Sir,

Sub: RFP for Technical Consultant: ..... Project

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, the constitution of which has been described in the Proposal), satisfy the terms and conditions laid down in the RFP document. I/We have agreed that ..... (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that ..... (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the 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: Power of Attorney for Lead Member**

Whereas the \*\*\*\*\* (the “Authority”) has invited applications from interested parties for the \*\*\*\*\* Project (the “Project”).

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

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

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



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

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 2.....

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

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

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

Witnesses:

- 1.
- 2.

(Executants)

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

Notes:

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

of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

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

**APPENDIX-I**

**Form 5: List of States/UT applied for by the Applicant**

<b>Sn</b>	<b>Name of the State/UT</b>	<b>Applied for (Yes/No)</b>
1	Chhattisgarh	
2	Haryana	
3	Jammu and Kashmir UT	
4	Lakshadweep UT	
5	Odisha	
<b>Total number of State/UT applied for</b>		

**APPENDIX-II: TECHNICAL PROPOSAL FOR <<STATE/UT NAME>>**

*(Required to be submitted separately for each State/UT applied for by the agency)*

**Form 1: Particulars of Proposed Team**

Sn	Designation of Personnel	Name	Educational Qualification	Length of Professional Experience	Name of the Firm proposing the Resource (Name of Lead/ Consortium Member)	Present Employment	
						Name of the Firm	Employed Since
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
<b>A</b>	<b>Key Personnel</b>						
1	Team Leader						
2	Project Manager						
3	Tourism Product Planning & Design Expert						
4	Investment & PPP Expert						
5	Destination Marketing & Promotion Expert						
6	IT/Digitalization Expert						
7	Skilling and Capacity Development Expert						
<b>B</b>	<b>Other Experts and Support Staff Proposed</b>						

**Model RFP for Selection of PDMCs under Swadesh Darshan 2.0 Scheme**

Sn	Designation of Personnel	Name	Educational Qualification	Length of Professional Experience	Name of the Firm proposing the Resource (Name of Lead/ Consortium Member)	Present Employment	
						Name of the Firm	Employed Since
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
...							

**NOTE:**

1. Except for Project Manager and two (2) Destination Personnel per destination, the applicant may propose the same person for remaining profiles in other States/UTs applied for.
2. Team Leader is required to depute at least 25% of the time per month for each State/UT the applicant has applied for.
3. CV for Destination Personnel shall be provided by the applicant before signing of the agreement and not required at RFP stage
4. Details of other Experts and Support Staff proposed to be provided in the above format. However, their CV are not required at RFP stage.

## APPENDIX-II

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

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

Position held:

Duration for which position held:

Salient Features of the Project:

Role assigned:

Activities performed:

- 
- 

Project 3

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:

- 
- 

Project 4

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:

- 
- 

Project 5

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:					
•					
•					
<b>8. Current Deployment</b>					
Sn	Engagement Name	Client	Type (Full Time/ Part Time)	Planned Hours per Month	End Date of Deployment
1					
2					
3					
4					
...					
<b>Certification:</b>					
a) I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.					
b) I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.					
<b>Signature</b>			<b>Countersigned by</b>		
(Key Personnel)			(Authorized Signatory)		
<b>Name</b>			<b>Name</b>		
<b>Designation</b>			<b>Designation</b>		
<b>Email ID</b>			<b>Date:</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



## APPENDIX-II

### Form 3: Proposed Approach & Methodology

The proposed approach & methodology should include the following:

- 1. Conceptual clarity and understanding of context**

The section to clearly outline agency's understanding of the concept in line with the scheme guidelines and destination centric approach.
- 2. Proposed vision for development of destination(s) in alignment with the destination and tourist centric approach.**

Based on destination centric approach, the Applicant shall outline its vision and ideas for development of destination and enhancement of tourist's experience at the destination.
- 3. Approach & Methodology and Work Plan**

The Applicant shall submit its methodology outlining its approach toward achieving the objectives laid down in the TOR and for carrying out this assignment. In case the Applicant is a consortium, it should specify how the expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence of important activities and provide a quality assurance plan for carrying out the Consultancy Services.

Applicant shall propose the major activities of the assignment, their duration, phasing and interrelations, milestones (including interim approvals by the Client) and timelines of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents, including reports, templates, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Terms of Reference.
- 4. Case studies of the Two (2) relevant projects showing the learnings outcomes and demonstrating the applicant's capability to deliver the engagement**

*(In case of Consortium, at least one Case Study shall be from the Lead member)*
- 5. Proposed Team Structure**

Applicant shall also give a brief write up on its proposed team and organization 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 holistically execute the engagement (Sufficient involvement of required staff and subject

matter experts to holistically plan and implement the hard as well as soft components at the destination including aspects related to Digitization, Marketing & Promotion and Skilling)

**Note:** Agencies to cover the above aspects in not more 15 pages in total. Marks shall be deducted for writing lengthy and out of context responses.



**APPENDIX-II**

**Form 5: Format for Bid Securing Declaration**

(On Applicant's letter head)

(Date and Reference)

To,  
The Secretary  
Ministry of Tourism,  
Government of India

**Subject: Bid Security Declaration**

We, the undersigned, declare that:

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

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

- (a). Are engaged in any of the prohibited (fraud and corrupt) practice specified in 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-II**

**Form 6: Roles & Responsibility Matrix**

(To be filled if applicant is a consortium)

Sn	Scope of Work	Role of Lead Member	Role of Consortium Member 1	Role of Consortium Member 2

**APPENDIX-III: FINANCIAL PROPOSAL**

**Form 1: Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

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

Dear Sir,

**Subject:** Appointment of Project Development and Management Consultant under Swadesh Darshan 2.0 Scheme.

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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

## APPENDIX-III

## Form 2: Financial Proposal

Sn	Name of the State/UT applied for	Professional Fee for Destination (i) (in Rs.)	Professional Fee for Destination (ii) (in Rs.)	Total Professional Fee for The Services (in Rs.)	
		In Numbers	In Numbers	In Numbers	In Words
1	Chhattisgarh				
2	Haryana		Not Applicable		
3	Jammu and Kashmir UT		Not Applicable		
4	Lakshadweep UT		Not Applicable		
5	Odisha		Not Applicable		

**Note:**

1. The destination (i) and destination (ii) for respective State and UT shall be same as in the Table given in Clause 1.1.3.
2. 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.
3. Applicant to mention the quoted professional Fee for the States / UTs for which it intends to apply as per mentioned in Appendix I Form 5.
4. No escalation on any account will be payable on the above amounts.
5. All applicable taxes as per law would be extra.
6. All other charges not shown here, and all insurance premia are considered included in the quoted amount.
7. 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:

\*\*\*\*