

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

Transport Bhawan,  
1, Parliament Street,  
New Delhi-110001

File No. SD-8/69/2023-SD

Date 15.03.2024

**Letter of Invitation**

**Subject: Request for Proposal [RFP] for Selection of Consultant for setting up of National Programme Management Unit (NPMU) under Swadesh Darshan Scheme.**

Ministry of Tourism, Govt. of India invites Proposal for 'Selection of Consultant for setting up of National Programme Management Unit (NPMU) under Swadesh Darshan Scheme'.

2. The Request for Proposal (RFP) document has been published on the official website of the Ministry of Tourism [www.tourism.gov.in](http://www.tourism.gov.in) and the tender portal of the Government of India <https://eprocure.gov.in/eprocure/app>.
3. This is issued with the approval of the competent authority.



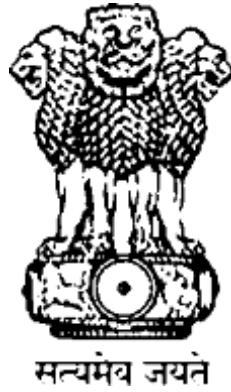
Uttank Joshi  
Assistant Director General (SD)

Encl.: As above.

To,

All interested applicants

**Request for Proposal [RFP]**  
**for**  
**Selection of Consultant for setting up of**  
**National Programme Management Unit (NPMU) under**  
**Swadesh Darshan Scheme**



**Vol 1 of 2**

**RFP reference no. SD-8/69/2023-SD dated 15.03.2024**

**Ministry of Tourism**  
**Government of India**

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## **Disclaimer**

The information contained in this Request of Proposal document (RFP) or subsequently provided to the Applicants, whether verbally or in documentary or any other form by or on behalf of Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RfP is not an agreement or an offer by the Authority to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes Statements which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or use this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wider range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of this RFP and any assessment,

assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RfP.

The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfP.

The issue of this RfP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

## 1. INTRODUCTION

### 1.1. Background

Ministry of Tourism, Government of India (hereafter mentioned as “**Authority**”) plans to select *a professional agency for setting up **National Program Management Unit*** (hereafter mentioned as “**Consultant**”) under *Swadesh Darshan Scheme* of Ministry of Tourism, Government of India.

### 1.2. Request for Proposal

The Authority invites proposals (the ‘**Proposals**’) from interested firms (the ‘**Applicants**’) for selection of a Consultant, who shall assist the Authority as per the scope of work specified at **Schedule-1 (the ‘TOR’)**. The Authority intends to select the Consultant through an open competitive bidding in accordance with the Procedures set out therein.

### 1.3. Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal and attending pre-proposal conference.

### 1.4. Download of RFP Document

RFQ 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>.

### 1.5. 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)**.

### 1.6. Brief description of the Selection Process

The Authority has adopted a two-stage selection process (collectively the “**Selection Process**”) for evaluating the Proposals comprising technical and financial proposals to be submitted. In the first stage, a technical evaluation will be carried

out as specified in **Clause 3.1**. Based on this technical evaluation, a list of short-listed Applicants shall be prepared as specified in **Clause 3.2**. In the second stage, a financial evaluation will be carried out as specified in **Clause 3.3**. Proposals will finally be ranked according to their combined technical and financial scores as specified in **Clause 3.4**.

## **1.7. Currency conversion rate and payment**

1.7.1. For the purposes of technical evaluation of Applicants, **Rupees 83** (Eighty Three) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

1.7.2. The Monthly Fee shall be quoted and paid in INR only. All payments to the Consultants shall be made in INR and in accordance to the provisions of the contract.

## **1.8. Schedule of Selection Process**

1.8.1. The Authority would endeavor to adhere to the following schedule:

<b>Sno</b>	<b>Event Description</b>	<b>Date/Days</b>
1.	Release of RFP	15.03.2024
2.	Last date for receiving queries	22.03.2024
3.	<b>Pre-Bid Conference</b>	<b>26.03.2024</b>
4.	Authority response to queries	02.04.2024
5.	Proposal submission commencement date	10.04.2024
6.	<b>Proposal Due Date or PDD</b>	<b>18.04.2024</b>
7.	Opening of Proposals	19.04.2024
8.	Letter of Award(LOA)	To be declared later
9.	Validity of Applications	90 days from PDD

- 1.8.2. It is advised that the applicants may submit their proposals only after the pre-bid meeting and publishing of replies to queries therein. The applicants are advised to keep on checking the official websites [www.tourism.gov.in](http://www.tourism.gov.in) / [www.eprocure.gov.in](http://www.eprocure.gov.in) for any corrigendum, addendum or any communication in this regard. The Ministry of Tourism may modify the above schedule of events.

### 1.9. Pre-Bid Queries

Prospective Applicants may submit the queries regarding the document as per the timelines given in **Clause 1.8**. The queries should be addressed to the Nodal Officer mentioned in **clause 1.11**. The queries must be asked in the following format:

Sno.	Relevant Clause of RFP	Page No of RFP	Query

### 1.10. Pre-Bid Conference

- 1.10.1. The date, time and venue of Pre-Bid Conference shall be:

**Date** : **26.03.2024**  
**Time** : **11.00 Hrs.**  
**Venue** : Manthan, Conference Room, / through VC  
Ministry of Tourism,  
Transport Bhawan, 1 Parliament Street  
New Delhi 110001

- 1.10.2. Further details regarding the Pre-bid will be updated on the official website of the Authority. Applicants may register for the same **on or before 22.03.2024**, 1700 Hrs. by submitting the following details of their representatives attending the pre-bid conference at the email address mentioned in clause 1.11: Name, Designation, Company, Mobile number, Email Address.

- 1.10.3. A maximum of two representatives of each applicant shall be allowed to

participate on production of an authority letter from the Applicant.

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

#### **1.11. Communications**

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

The Director (Swadesh Darshan),  
Transport Bhawan, 1, Parliament Street,  
New Delhi  
Tel. 011-23710287  
e-mail:- [swadesh.darshan@gov.in](mailto:swadesh.darshan@gov.in)

- 1.11.2. The Official Website of the Authority is: [www.tourism.gov.in](http://www.tourism.gov.in)

**Note:** Please open [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.

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

***“Request for Proposal (RFP) for Appointment of National Programme Management Unit (NPMU) under Swadesh Darshan Scheme of Ministry of Tourism, Government of India.”***

## 2. INSTRUCTIONS TO APPLICANTS

### A. GENERAL

#### 2.1. Scope of Proposal

- 2.1.1. Detailed description of the objectives, scope of services and other requirements relating to this Consultancy are specified in this RFP. In case, a firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it may participate in the Selection Process in response to this invitation.
- 2.1.2. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- 2.1.3. 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 for any aspect of the Selection Process will be given and that the Authority's decisions are without any right of appeal whatsoever.
- 2.1.4. The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at **Appendix-I** and the Financial Proposal shall be submitted in the form at **Appendix-II**. Upon selection, the Applicant shall be required to enter into an agreement with the Authority **specified in Volume - 2**.

#### 2.2. Consortium of firms

***Consortium of firms is not permitted.***

#### 2.3. Conditions of Eligibility of Applicants

- 2.3.1. Applicants must read carefully the minimum conditions of eligibility (the **"Conditions of Eligibility"**) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.3.2. To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:

<p><b>1. Agency credentials</b></p> <p>Applicant should be a <b>company incorporated in India</b> under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008/ Indian Partnership Act, 1932 or a proprietorship firm</p>	<p>Copy of the <b>Certificate of Incorporation</b> /Registration / any other document to prove proprietorship, copy of PAN card and copy of GST Registration along with the proposal.</p> <p>To be shared as attachment to <b>Appendix 1, Form 2</b></p>
<p><b>2. Technical Capacity</b></p> <p><i>The Applicant shall have, over the last 10 (Ten) years preceding the PDD, undertaken a minimum of 1 (one) eligible assignments in each category as specified in clause 3.1.2 B (1,2 &amp; 3)</i></p>	<p>The details of assignment submitted for meeting the Technical Capacity to be provided as per <b>Appendix 1, Form 5 and 6.</b></p>
<p><b>3. Financial Capacity</b></p> <p><i>The Applicant shall have minimum annual revenue of <b>Rs. 250 crores (Rupees Two Hundred Fifty crores only)</b> from <b>consultancy assignments</b> during each of the last three financial years (i.e. 2020-21, 2021-22 and 2022-23) preceding the PDD. For the avoidance of doubt, professional fees hereunder refer to fees received by the applicant for providing advisory or consultancy services to its clients.</i></p>	<p>The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors stating its total revenues from consultancy assignments during each of the past three financial years. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant. To be provided as per <b>Appendix 1, Form 4</b></p>

<p><b>4. Availability of Consulting Team &amp; Conditions of Eligibility</b></p> <p>The Applicant shall offer and make available consulting team meeting the requirements specified in <b>clause 3.1.2</b></p>	<p><b>Appendix 1, Form 7 &amp; 8</b></p>
<p><b>5. Past performance of the Applicant</b></p> <p>The Applicant should have, during the last three years, neither failed to perform on any agreement, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the applicant, nor been expelled from any project or agreement nor have had any agreement terminated for breach.</p> <p>While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms as per requirement, making due provision for incorporation of the requested information.</p>	<p>Undertaking to this effect on company's letter head signed by company's authorized signatory</p> <p><b>Refer Appendix 1, Form 1</b></p>

### **2.3.3 Consulting Team**

The Consultant shall form a multi-disciplinary team (the "Consulting Team" i.e. combination of Team Leader, Subject Matter Experts (SMEs) and on-ground team of experts) for undertaking the Assignment. The experts nominated by the Consultant must be confirmed as available for the Assignment to do the scheduled tasks. The Consulting Team must comprise of highly qualified and experienced experts, best suited for the Assignment. The Qualification, experience and evaluation criteria of the consulting team is given at Clause **3.1.2**.

### **2.4 Power of Attorney**

The Applicant should submit a Power of Attorney as per the format at **Form 3 of Appendix- I**; provided, however, that such Power of Attorney would not be required if the proposal 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.

### **2.5 Conflict of Interest**

- 2.5.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the —Conflict of Interest). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the Bid Security as mutually agreed genuine pre-estimated compensation and damages payable to the Authority 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.
- 2.5.2 The Authority requires that the Consultant provides 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.
- 2.5.3 Some guiding principles for identifying and addressing Conflicts of Interest

have been illustrated in the **Guidance Note at Schedule-2**

## **2.6 Number of Proposals**

No Applicant shall submit more than one bid for the Consultancy. In case more than one proposal is received from an applicant, both the proposals will be rejected.

## **2.7 Cost of Proposal**

The Applicant shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Authority, Project site, Project Office 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.

## **2.8 Acknowledgement by Applicant**

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

- (a) made a complete and careful examination of the RfP;
- (b) received all relevant information requested from the Authority;
- (c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RfP or furnished by or on behalf of the Authority or relating to any of the matters;
- (d) satisfied itself about all matters, things and information, including matters necessary and required for submitting an informed Application and performance of all of its obligations there under;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

## **2.9 Authority not to be liable**

The Authority shall not be liable for any omission, mistake or error 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 there in or in any information or data given by the Authority.

## **2.10 Right to reject any or all Proposals**

2.10.1 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.

2.10.2 Without prejudice to the generality of Clause 2.10.1, the Authority reserves the right to reject any Proposal if:

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

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

## **B. DOCUMENTS**

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

2.11.1 This RFP comprise of **two volumes** as listed below and will additionally include any addendum/Amendment/corrigendum issued from time to time.

#### **Request for Proposal**

##### **Volume 1**

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

## 5 Miscellaneous

### Schedules

- 1 Terms of Reference
- 2 Guidance note on conflict of interest

### Appendices

<b>Appendix – I:</b>	<b>Technical Proposal</b>
Form 1	: Letter of Proposal
Form 2	: Particulars of the Applicant
Form 3	: Power of Attorney
Form 4	: Financial Capacity of the Applicant
Form 5	: Abstract of Eligible Assignments of the Applicant
Form 6	: Eligible Assignments of Applicant
Form 7	: Particulars of Key personnel(s)
Form 8	: Curriculum Vitae (CV) of Key Personnel(s)
Form 9	: Proposed Approach & Methodology
Form 10	: Bid Security Declaration
<b>Appendix – II:</b>	<b>Financial Proposal</b>
Form 1:	Covering Letter
Form 2:	Financial Proposal for the Assignment

### Checklist for bid submission

#### Volume 2

1. Form of Contract
2. General Conditions of Contract
3. Appendices

#### 2.12 Clarifications

- 2.12.1 Applicants requiring any clarification on the RFP may send their queries to the Authority in writing by email before the date mentioned in the Schedule of Selection Process with subject titled:

***“Queries concerning Request for Proposal (RFP) for Appointment of National Programme Management Unit (NPMU) under the Swadesh Darshan Scheme of Ministry of Tourism”***

The queries should clearly mention the concerned clause and page number of the RFP.

- 2.12.2 The Authority reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.9 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 a Applicant, modify the RFP document by the issuance of Addendum/ Amendment/ Corrigendum and posting it on the Official Website.
- 2.13.2 All such Addendum/ Amendment/Corrigendum will be notified on the Official Website along with the revised RFP if required containing the amendments and will 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 PDD. If date extended, it will be notified on the websites.

**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 Empanelment Process shall be in English language and strictly on the forms provided in this RFQ. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these Documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

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

- 2.15.1 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 The Applicant shall submit its proposal in the electronic form on or before the date and time as mentioned in the Schedule of Selection Process.
- 2.15.3 Proposals along with all the scanned copies of the document should be submitted in the electronic form only through CPPP e-tendering system as mentioned above. Before the bid documents are uploaded, the proposal should be signed by the authorized representative (the “Authorized Representative”) as detailed below:
- (a). by the proprietor, in case of a proprietary firm; or
  - (b). by a partner, in case of a partnership firm and/or a limited liability partnership; or
  - (c). by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or

A copy of the Power of Attorney certified under the hands of a partner or director of the Applicant and notarized by a notary public in the form specified in **Appendix-I (Form-3)** shall be uploaded along with the Proposal.

- 2.15.4 The following documents shall be sent separately to the Authority in original through Speed Post / Registered Post or delivered by hand to the person specified in the **Clause 1.11.1** in a sealed envelope on or before the Proposal Due Date, failing which the Proposal shall be rejected:

- (a). Power of Attorney as required under **Clause 2.15.3 (c)**; and

The envelope specified in this clause 2.15.4 shall clearly bear the following identification:

***“RFP for Selection of Consultant for National Program Management Unit under Swadesh Darshan Scheme of Government of India”***

- 2.15.5 Applicants should note the Proposal Due Date, as specified in **Clause 1.8**, 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 uploaded on the CPP portal by the closing time of Proposal Due Date. 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 2.25**.

## **2.16 Technical Proposal**

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

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

- (a). The Bid Security Declaration is provided;
- (b). All forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (c). Power of Attorney, if applicable, is executed as per Applicable Laws;
- (d). CVs of all Professional Personnel have been included;
- (e). Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at **Clause 3.1** of the RFP;
- (f). no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (g). the CVs have been recently signed and dated in blue ink by the respective Personnel. **Unsigned CVs shall be rejected;**
- (h). the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;

- (i). Professional Personnel proposed have good working knowledge of English language;
- (j). Key Personnel would be available for the period indicated in the TOR;
- (k). The proposal is responsive.

2.16.3 Failure to comply with the requirements spelt out in this RFP shall make the Proposal liable to be rejected. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

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

2.16.5 In case it is found during the evaluation or at any time before issuing of award letter or after its issuance 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 and if the Selected Applicant has already been issued the LOA, 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 Selected Applicant or Consultant, as the case may be.

In such an event, the Authority shall execute the provision of Bid Security Declaration / forfeit and appropriate the Performance Security, as the case may be, as mutually agreed pre-estimated compensation and damages payable to the Authority for, *interalia*, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.

## **2.17 Financial Proposal**

2.17.1 Applicants shall submit the financial proposal in the formats at **Appendix –**

II (the “Financial Proposal”) clearly indicating the total cost of Consultancy in both figures and words, in India Rupees (INR) and signed by the Applicants’ Authorized Representative.

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

- (i) All the costs associated with the assignment shall be included in the Financial Proposal, except the cost indicated in clause **2.17.2- ii & iii** below. These shall normally cover remuneration for the personnel, surveys, equipment, printing of documents, OPEs, etc.
- (ii) GST at applicable rates shall be paid extra.
- (iii) 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 non-responsive and liable to be rejected.

2.17.3 Discrepancies/ non-conformities/ errors in the financial bid form will be addressed as follows:

- (i) If, in the cost structure quoted, there is discrepancy between the unit cost and total cost, the unit cost shall prevail and the total shall be corrected accordingly;
- (ii) If there is an error in the total corresponding to the addition and subtraction of the sub-totals, the sub-totals shall prevail and the total shall be corrected; and
- (iii) If there is a discrepancy between words and figures, the amount in words shall prevail;
- (iv) Such a discrepancy in an offer will be conveyed to the tenderer asking him to respond by a target date and if the tenderer does not agree to Procuring Entity’s observation, the tender is liable to be rejected and considered unresponsive.

## **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. 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 proposals shall not be accepted** under any circumstances. Also, the Applicant shall have to separately send Power of Attorney in original to the Authority as specified above.
- 2.18.3 The Technical and Financial proposals must be submitted online in their respective folders, one clearly marked “Technical Proposal” and the other clearly marked “Financial Proposal’. It is further provided that
- (i). The folder marked —**Technical Proposal** shall contain:
- Technical Proposal in the prescribed format (Form-1 of Appendix-I) along with other forms Appendix-I and supporting documents; and**
- (ii). The folder marked — **Financial Proposal** shall contain:
- Financial Proposal in the prescribed format (Forms 1 & 2 of Appendix-II).**
- 2.18.4 All pages of the Technical Proposal and Financial Proposal must be numbered
- 2.18.5 The complete Proposal must be submitted online on or before **1700 hours** on the Proposal Due Date specified in **Clause 1.8**. Proposals submitted by post, fax, telex, telegram, in-person or e-mail shall not be entertained.
- 2.18.6 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate pages and only information that is directly relevant should be uploaded. This may include scanned photocopies of the relevant pages of printed documents. No separate documents like printed annual statements, company brochures, copy of contracts etc. will be

entertained.

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

## **2.19 Proposal Due Date (PDD)**

- 2.19.1 Proposal should be submitted online on the CPP portal, on or before **1700 Hrs** on the Proposal Due Date specified at **Clause 1.8** in the manner and form as detailed in this RFP. The applicant is advised to retain the acknowledgement of the online submission of the proposal for future reference.
- 2.19.2 The Authority may, in its sole discretion, extend the PDD by issuing an Addendum/corrigendum in accordance with **Clause 2.13** uniformly for all Applicants.

## **2.20 Late Proposal**

Proposals submitted after the due date will not be accepted by the CPP portal and hence will automatically be rejected. The Authority will in no case be responsible if the proposal is not submitted online within the specified timelines.

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

- 2.21.1 The applicant may modify, substitute, or withdraw its proposal by logging into the CPP portal prior to the proposal due date and time.
- 2.21.2 No Proposal shall be modified, substituted, or withdrawn by the applicant on or after the Proposal Due Date.
- 2.21.3 Any request for alteration / modification in the Proposal or additional information or material supplied subsequent to the Proposal Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **2.22 Bid Security Declaration**

The Applicant shall furnish as part of its Proposal, a “Bid Security Declaration”

as per **Form 10 - Appendix-I**. Any proposal not accompanied by the 'Bid Security Declaration' will be rejected by the Authority as non-responsive.

## **D. EVALUATION PROCESS**

### **2.23 Evaluation of Proposals**

- 2.23.1 The Authority shall open the Proposals at 1700 Hours on the next working day after the Proposal Due Date via online proposal opening. The folder of technical proposal shall be opened first. The folder of Financial Proposal shall be kept locked for opening at a later date. Due to unforeseen reasons, the Authority reserves the right on deciding on the later date for opening of proposals.
- 2.23.2 Proposal withdrawn prior to proposal due date shall not be considered for evaluation.
- 2.23.3 Prior to detailed evaluation of Proposals, the Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive, only if:
- (a). The Technical Proposal is received in the form specified at Appendix-I;
  - (b). It is received by the PDD including any extension thereof
  - (c). It is accompanied by the Power of Attorney as specified;
  - (d). It contains all the information (complete in all respects) as requested in the RFP;
  - (e). It does not contain any condition or qualification; and
  - (f). It is not non-responsive in terms provisions of RFP.
- 2.23.4 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.
- 2.23.5 The Authority shall subsequently examine and evaluate Proposals in accordance with the Process specified and the criteria set out in Section 3 of this RFP.
- 2.23.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified

Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue may 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 Scores will be announced.** The opening of Financial Proposals of technically qualified applicants shall be done on CPP portal. The Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.23.7 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.

2.23.8 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.

## **2.24 Confidentiality**

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

## **2.25 Clarifications**

2.25.1 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.

- 2.25.2 If an applicant does not provide clarifications sought under Clause 2.25.1 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**

### **2.26 Discussion**

- 2.26.1 The Selected Applicant may, if necessary, be invited for discussion with an objective to re-confirm 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 conversed during the discussion. In case the Selected Applicant fails to reconfirm its commitment, the Authority will scrap the proposal for that site and call for Re-bid. The Authority may also declare the Selected Applicant (including all members in case of consortium) as unfit/blacklisted for future bidding.
- 2.26.2 The Authority may 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.
- 2.26.3 The Authority may examine the credentials of all Sub-Consultants/ Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Authority.

### **2.27 Award of Consultancy**

After selection, a Letter of Award (the “LOA”) shall be issued by the Authority to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, give letter of unconditional acceptance of the same. In case unconditional acceptance is not received within time, the Authority may, unless it consents to extension of time for submission thereof, take action as per bid security declaration.

## **2.28 Submission of Performance Security**

The selected applicant will submit a Performance Security for a sum of **3% of the total contract value** in the form of Bank Guarantee (BG) as per the format given in the appendix to the Draft Contract in Vol 2 of the RFP. Failure to submit the performance guarantee will lead to action as per bid security declaration.

## **2.29 Execution of Agreement**

After submission of Performance Security in the form of Bank Guarantee, the selected Applicant shall execute the Agreement as per the draft given in Vol. 2 of the RFP. The selected Applicant shall not be entitled to seek any deviation in the Agreement. If the Consultant fails to sign the agreement within the stipulated time prescribed in the RFP or as may be agreed by the Authority, action shall be taken against the applicant as per bid security declaration.

## **2.30 Commencement of Assignment**

The Consultant shall commence the Services within 7 (seven) days of the date of the Agreement, or such other date as may be mutually agreed.

If the selected applicant fails to either sign the Agreement as specified in Clause 2.29 or commence the assignment as specified in Clause 2.30, action shall be taken as per Bid Security declaration against the first ranked applicant.

## **2.31 Proprietary data**

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.

### 3 CRITERIA FOR EVALUATION

#### 3.1. Technical Proposal and its Evaluation

3.1.1. Technical proposals of only those applicants shall be evaluated, which are found responsive.

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

Sn	Parameters	Maximum Score
<b>A</b>	<b>Qualification and relevant experience of key staff</b> <i>Marks for the below mentioned profiles shall be evaluated based on submitted CV (<a href="#">Appendix-I Form 8</a>) and the technical presentation (as per Sn C of the table)</i>	<b>40</b>
<b>1.</b>	<b>Teal Leader cum Programme Director (TLPD) and Subject Matter Experts (SMEs)</b>	
(i)	<b>Team Leader Cum Programme Director (Part Time)</b> Minimum 3 years on the payroll of the applicant on the date of PDD Post-graduate from a reputed institution within/outside India Minimum 15 years' of professional experience  Should have experience of managing long term programs/projects (project duration of 6 months or more) in leadership capacity with accountability and responsibility for performance including quality, budget, schedule, client, and stakeholder management. <b>Maximum 2 project</b> details showing above experience to be submitted  <ul style="list-style-type: none"> <li>Marking Criteria               <ul style="list-style-type: none"> <li>Relevance of profile experience and fitment to role:- 50% marks</li> <li>Participation and contribution to the technical presentation:- 50% marks</li> </ul> </li> </ul>	10
(ii)	<b>Tourism Product Planning &amp; Design Expert (Part Time)</b>	5

Sn	Parameters	Maximum Score
	<p>Should be minimum 1 year on the payroll of the applicant</p> <p>Post-graduate from a reputed institution within/outside India</p> <p>Minimum 10 years' of professional experience</p> <p><b>Maximum 2 project</b> details to be submitted</p> <ul style="list-style-type: none"> <li>• Marking Criteria <ul style="list-style-type: none"> <li>▪ Relevance of profile experience and fitment to role: - 50% marks</li> <li>▪ Participation and contribution to the technical presentation:- 50% marks</li> </ul> </li> </ul>	
(iii)	<p><b>Investment &amp; PPP Expert (Part Time)</b></p> <p>Should be minimum 1 year on the payroll of the applicant</p> <p>Post-graduate from a reputed institution within/outside India</p> <p>Minimum 10 years' professional experience</p> <p><b>Maximum 2 project</b> details to be submitted</p> <ul style="list-style-type: none"> <li>• Marking Criteria <ul style="list-style-type: none"> <li>▪ Relevance of profile experience and fitment to role: - 50% marks</li> <li>▪ Participation and contribution to the technical presentation:- 50% marks</li> </ul> </li> </ul>	5
(iv)	<p><b>Destination Marketing &amp; Promotion Expert (Part Time)</b></p> <p>Should be minimum 1 year on the payroll of the applicant</p> <p>Post-graduate from a reputed institution within/outside India</p> <p>Minimum 10 years' professional experience</p>	5

Sn	Parameters	Maximum Score
	<p><b>Maximum 2 project</b> details to be submitted</p> <ul style="list-style-type: none"> <li>Marking Criteria <ul style="list-style-type: none"> <li>Relevance of profile experience and fitment to role: - 50% marks</li> <li>Participation and contribution to the technical presentation:- 50% marks</li> </ul> </li> </ul>	
(v)	<p><b>IT/ Digitalization Expert (Part Time)</b></p> <p>Should be minimum 1 year on the payroll of the applicant</p> <p>Post-graduate from a reputed institution within/outside India</p> <p>Minimum 10 years' experience</p> <p><b>Maximum 2 project</b> details to be submitted</p> <ul style="list-style-type: none"> <li>Marking Criteria <ul style="list-style-type: none"> <li>Relevance of profile experience and fitment to role: - 50% marks</li> <li>Participation and contribution to the technical presentation:- 50% marks</li> </ul> </li> </ul>	5
(vi)	<p><b>Skilling &amp; Capacity Development Expert (Part Time)</b></p> <p>Should be minimum 1 year on the payroll of the applicant</p> <p>Post-graduate from a reputed institution within/outside India</p> <p>Minimum 10 years' professional experience</p> <p><b>Maximum 2 project</b> details to be submitted</p> <ul style="list-style-type: none"> <li>Marking Criteria <ul style="list-style-type: none"> <li>Relevance of profile experience and fitment to role: - 50% marks</li> </ul> </li> </ul>	5

Sn	Parameters	Maximum Score
	<ul style="list-style-type: none"> <li>Participation and contribution to the technical presentation:- 50% marks</li> </ul>	
2.	<b>On-Site Full Time Team</b>	
(i)	<p><b>Programme Manager (Full time position)</b>  Post-graduate from a reputed institution within/outside India</p> <p>Minimum 8 years' professional experience</p> <p><b>Maximum 2 project</b> details to be submitted</p> <ul style="list-style-type: none"> <li>Marking Criteria <ul style="list-style-type: none"> <li>Relevance of profile experience and fitment to role: - 50% marks</li> <li>Participation and contribution to the technical presentation:- 50% marks</li> </ul> </li> </ul>	5
(ii)	<p><b>Programme Consultants</b> (7 positions including 1 position for handling MIS) (Full time position)</p> <p><b>Programme Consultant</b> -- Post Graduate in any discipline / PG Diploma in Management from a reputed institution within/outside India</p> <p><b>MIS consultant</b> -- BE/BTech in computer science/IT or BCA from a reputed institution within/outside India</p> <p>Minimum 5 years' professional experience</p>	<p>Not Applicable for evaluation.</p> <p>However authority will interview the candidates before deployment for their suitability</p>
<b>B</b>	<b>Applicant's specific experience</b>	<b>30</b>

Sn	Parameters			Maximum Score
1.	Relevant experience in handling national <b>Project Management Unit (PMU) related assignments</b> in Central Government Ministries/ Departments <i>(Ongoing or completed during the last 10 years preceding the PDD)</i>	a	Maximum of <b>2 projects</b> <ul style="list-style-type: none"><li>● Payment/Project fee received as Consultancy Fee by PDD <math>\geq 5</math> Crore =2.5 mark</li><li>● 3 Crore <math>\geq</math> Project fee <math>&lt; 5</math> Crore =1.5</li><li>● 1 Crore <math>\geq</math> Project fee <math>&lt; 3</math> Crore = 1</li></ul>	05
		b1	Programme Design	05
		b2	Monitoring of entities whose work was monitored	05
		b3	Demonstration of MIS and portal support	05
The applicant would submit maximum 2 projects for B1 (Project Management Unit (PMU) related assignments ) and would make a presentation on its relevance in respect of b1, b2 and b3 above.				
2.	Relevant Experience in developing/ implementing strategies for the Government in tourism sector <i>(Ongoing or completed during the last 10 years preceding the PDD)</i>	<b>Maximum of 2 projects</b> <ul style="list-style-type: none"><li>● 2.5 marks per project based on relevance, quality and size of assignment.</li></ul>		05

Sn	Parameters		Maximum Score
3.	Relevant experience in providing advisory services for Master Planning/ Development Plans/ DPRs/ Feasibility Study etc. in tourism sector ( <i>Ongoing or completed during the last 10 years preceding the PDD</i> )	<b>Maximum of 2 projects</b> <ul style="list-style-type: none"> <li>2.5 marks per project based on relevance, quality and size of assignment.</li> </ul>	05
<b>C</b>	<b>Proposed Approach and Methodology</b>		<b>30</b>
	<p>Applicant shall submit the proposed Approach and Methodology as per <a href="#">Appendix-I Form 9</a> covering the following:</p> <ol style="list-style-type: none"> <li>1. Conceptual Clarity and Understanding of context in which the Authority operates in general and Swadesh Darshan scheme and its sub-scheme(s) in particular</li> <li>2. Understanding the scheme and its convergence with other programmes</li> <li>3. Proposed vision for development of destinations and understanding of world-class practices in tourism strategy, sustainability, digital marketing, tourism MSMEs, skills destination management etc.</li> <li>4. Execution approach and methodology, deliverables, work plan, experts' deployment plan and roles &amp; responsibilities of each expert proposed.</li> <li>5. This will also cover the two case studies submitted as reference of past performance i.e Project Management</li> </ol>		

Sn	Parameters	Maximum Score
	<p>Unit (PMU) related assignments (B1 above) and its applicability on Swadesh Darshan programme including proprietary tools and methodology it shall deploy based on its past learnings.</p> <p>The key personnel mentioned in Sn (A) of this table shall be required to give Technical Presentation jointly to the designated committee and demonstrate how they would contribute to the assignment based on their past experience. Each member will be assessed for their contribution and role.</p>	
	<b>Total Marks</b>	<b>100</b>

- 3.1.3. Applicant shall be required to provide details for relevant projects for each Personnel and Applicant's specific experience as mentioned in **Clause 3.1.2 above**. In case the applicant submits details for more projects than required for evaluation, then the Authority **will evaluate projects only in order of priority for technical evaluation**. Similarly, the Applicant should submit separate projects under each category (as specified at **3.1.2 B, 1, 2 & 3**) in respect of Applicant's specific Experience which will be technically evaluated as per **3.1.2 B 4**.
- 3.1.4. **Team Leader and Subject Matter Experts (part time positions)** are required to depute at least **25% of the time per month** in the project. However, it is expected that considering the prestige of assignment, the TL and SMEs should devote more time in completing the assignment successfully.
- 3.1.5. Programme Manager and Programme Consultants would be required full-time basis during the period of agreement.
- 3.1.6. The Applicant shall submit the CVs of all the key members including TLPD, SMEs, Programme Manager and Programme Consultants however CV of Programme Consultants would not be evaluated for marking purpose. The authority will interview the candidates proposed as Programme Consultants before deployment for their suitability
- 3.2. Short listing of Technically Qualified Applicants**

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

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

### **3.3. Evaluation of Financial Proposal**

- 3.3.1. In the second stage, the financial evaluation will be carried out as per this Clause. Each Financial Proposal will be assigned a financial score (SF).
- 3.3.2. For financial evaluation, the Total Professional Fee indicated in the Financial Proposal as per [Form 2 of Appendix-II](#), 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:

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

(F = amount of Financial Proposal)

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

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

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

Where S is the combined score, and Tw and Fw are weights assigned to Technical

Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

- 3.4.2. The selected applicant shall be the first ranked Applicant (having the highest combined score). The second-ranked Applicant shall be kept in reserve and may be invited for discussion in case the first ranked Applicant withdraws or fails to comply with the requirements specified in this RFP.
- 3.4.3. In case the Combined Score (S) (up to one digit after decimal) for the destination is a tie amongst technically qualified Applicants, then the following preference hierarchy of selection shall be adopted to select the successful applicant.
  - (i). **Preference 1:** Applicant who has attained the higher financial score amongst the applicants as per [Clause 3.3](#)
  - (ii). **Preference 2:** Applicant who has attained the higher technical score amongst the applicants as per [Clause 3.1](#) 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 applicants.

## 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.

## **5. MISCELLANEOUS**

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

## **Schedules**

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

(See Clause 1.1.3)

### **1 Scope of Services**

#### **1.1. Background**

1.1.1. Ministry of Tourism started implementation of Swadesh Darshan Scheme in 2014-15 and sanctioned 76 projects till 2018-19 for a total amount of 5369 crores. These projects were based on developing thematic circuits covering multiple destinations. The projects are now substantially completed and Swadesh Darshan 1.0 has now been closed w.e.f. December 2023 and reimbursement of remaining expenditure will be made upto 31<sup>st</sup> March 2024.

1.1.2. The Ministry of Tourism carried out detailed review of the Scheme and identified the following areas for improvement.

- (i). Broad basing of Central Sanctioning and Monitoring Committee
- (ii). State level Institutional Structure for the Scheme
- (iii). Strategic selection of the destinations
- (iv). Detailed benchmarking and gap analysis of destination
- (v). Focus on both hard and soft Interventions
- (vi). Strengthening of Project Implementation and Monitoring
- (vii). Operations and maintenance on sustainable basis
- (viii). Promotion & marketing of the destinations
- (ix). Impact Assessment

1.1.3. Based on the detailed review, the Ministry has revamped the scheme. With the mantra of 'vocal for local', the revamped scheme namely Swadesh Darshan 2.0 seeks to attain "Aatmanirbhar Bharat" by realizing India's full potential as tourism destination. Swadesh Darshan 2.0 is not an incremental change but a generational shift to evolve Swadesh Darshan Scheme as a holistic mission to develop sustainable and responsible tourism destinations covering tourism and allied infrastructure, tourism services, human capital development, destination management and promotion backed by policy and institutional reforms.

1.1.4. In order to achieve the vision of sustainable and responsible tourism and the key objectives of enhancing the contribution of tourism to local economy and

local jobs, the following principles have been identified to be followed under the Scheme:

- (i). Develop benchmarks and standards for major tourism themes
- (ii). Sustainable and responsible tourism
- (iii). Destination and tourist centric approach
- (iv). Integrated development of tourism destination
- (v). Focus on Domestic Tourism
- (vi). Policy and Institutional Reforms
- (vii). Operation and maintenance on sustainable basis
- (viii). Synergy with other central and state schemes

1.1.5. Ministry of Tourism has also decided to engage Project Development and Management Consultants for end-to-end support for Planning, Design, Monitoring and Project Management to the States and Destinations in the implementation of the Scheme. PDMCs are broadly responsible for the following aspects:

- (i). Destination Master Plan with four iterations
- (ii). Identifying suitable tourism experiences for development
- (iii). Detailed Project Reports for the identified tourism experience
- (iv). Preparation of Bid Documents and Bid Process Management
- (v). Project Monitoring & Reporting
- (vi). Assistance in Destination Management Activities

1.1.6. Ministry of Tourism has also signed tri-partite MOUs with the States and Destination Management Committees under District Collectors for implementation of the Scheme. Destination Management Committees are responsible for coordination and facilitation of various destination management activities at the destinations.

1.1.7. A SOP for destination management activities has been prepared and is available on SD 2.0 website. Following strategic areas have been identified for destination management committees:

- (i). Marketing and promotion
- (ii). Investment promotion and PPP
- (iii). Skill Development and Capacity Building
- (iv). Digitization, IT and Innovation

(v). Sustainability and TFL

1.1.8. The Union Budget for the period 2023-24 has announced holistic development of tourism destinations in the country under the challenge method. Accordingly, the Ministry of Tourism formulated **Challenge Based Destination Development (CBDD)** sub-scheme to transform our tourist destination, provide end to end tourist experience, develop destinations through competition & convergence following whole of Government approach. CBDD is a sub-scheme of existing Swadesh Darshan scheme. As part of it, the financial grant is proposed to States/UTs under different categories (Spiritual Tourism, Culture & Heritage, Vibrant Village Programme and Eco Tourism & Amrit Dharohar Sites) for undertaken projects at selected destinations. The Ministry of Tourism has already identified 42 destinations under CBDD. The guidelines of CBDD is available at [www.tourism.gov.in](http://www.tourism.gov.in). NPMU will also be required to extend all support for this sub-scheme of Swadesh Darshan scheme.

**1.2. Current Status of the Implementation of the Scheme**

1.2.1. Ministry of Tourism has notified 57 destinations under Swadesh Darshan 2.0 and has appointed Project Development and Management Consultants (PDMCs) in various States. The inception reports and first iteration of master plans has been completed at all the destinations and around 50 experiences have been approved by the Ministry of Tourism and their DPRs are at advanced stage.

1.2.2. The current status, relevant instructions and other related program documents can be seen at the website of Swadesh Darshan Schemes ([Sd2.tourism.gov.in](http://Sd2.tourism.gov.in)).

**1.3. National Program Management Consultant**

1.3.1. In the light of above background, the Ministry of Tourism intends to engage the national program management consultant also to be known as National Programme Management Unit (NPMU) to assist the Ministry of Tourism in implementation of Swadesh Darshan Scheme.

1.3.2. The role of the NPMU can broadly be described as follows:

- (i). Program Design – Processes, Models, Templates, Toolkits, SOPs and Portal Design

- (ii). Program Execution – Monitoring and Evaluation of deliverables of PDMCs
- (iii). Program Execution – Monitoring and Evaluation of Destination Management Activities
- (iv). Program Execution – MIS and Portal Support
- (v). Program Execution – Capacity Building
- (vi). Program Execution – Governance

### 1.3.3. **Duration of the Assignment**

The duration of the assignment will be **two years** until extended further as per the agreement, which may further be extended for a maximum period of two years as per the provisions of the Agreement.

### 1.3.4. **Consultant's office to be in Delhi/ NCR**

The Consultant shall have/ establish an office in Delhi/ NCR, for efficient and coordinated performance of its Services. Team Leader, SMEs and onsite team should be based in Delhi/NCR.

### 1.3.5. **Attendance for onsite personnel**

The Consultant shall depute onsite personnel at the premises of the Authority and their attendance shall be marked by the Authority. They will need prior approval from the designated authority for any leave.

### 1.3.6. **Key Personnel for the Assignment and Roles and Responsibilities**

The selected consultant will provide key personnel for setting up of National Programme Management Unit (NPMU) as per the details given below:-

Sno	Position	Roles & responsibilities
Part time offsite deployment		
1	Team Leader Cum Programme Director	<ul style="list-style-type: none"> <li>• Overall Guidance, coordination and supervision of team towards performing scope of services</li> <li>• Oversee preparation of State Perspective plans, master plans,</li> </ul>

		<p>identification projects/experiences alignment with the strategic objectives and principles.</p> <ul style="list-style-type: none"> <li>• Co-ordination with States/ Project Development and Management Consultants (PDMCs) / Monitoring their deliverables and providing guidance.</li> <li>• Oversee the preparation of Standard Operating Procedures, toolkits and other such requirements of the Scheme.</li> <li>• Review of projects on regular basis with Client and other team members</li> <li>• Assist in the conduct of meetings of the Mission Directorate, Central Sanctioning and Monitoring Committee (CSMC) and National Steering Committee etc.</li> <li>• Support on matter of policy, guidelines and reporting to higher levels of Government.</li> <li>• Regular support &amp; insight to the Ministry/States on innovative techniques and best practices.</li> <li>• Guidance and co-ordination of the team to implement the scheme effectively.</li> <li>• Any other work related to the programme</li> </ul>
2	Tourism Product Planning & Design Expert	<ul style="list-style-type: none"> <li>• Benchmarking and identification of products, planning and design practices</li> <li>• Support in crafting innovative and engaging travel experiences, integrating market trends, cultural authenticity,</li> </ul>

		<p>and sustainability</p> <ul style="list-style-type: none"> <li>• Assessment of potential destinations for development</li> <li>• Conceptualize 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>• Any other work related to project design</li> </ul>
3	Investment promotion & PPP Expert	<ul style="list-style-type: none"> <li>• Benchmarking and identification of investment promotion and PPP practices</li> <li>• Guidance in 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>• Organize investor consultations and meet for mapping of potential players and understanding of key concerns.</li> <li>• Any other work related to investment.</li> </ul>
4	Destination Marketing & Promotion Expert	<ul style="list-style-type: none"> <li>• Benchmarking and identification of destination marketing and branding models</li> <li>• Guidance in developing destination narratives, strategic branding, and targeted promotional campaigns, enhancing tourism appeal and driving</li> </ul>

		<p>sustainable growth</p> <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 support of Media/PR partner</li> <li>• New marketing initiatives</li> <li>• Any other work related to destination / project marketing, branding etc.</li> </ul>
5	IT/Digitalization Expert	<ul style="list-style-type: none"> <li>• Benchmarking and identification of IT/Digitalization models</li> <li>• Formulation of Strategy and Action Plan for digital interventions</li> <li>• IT/Digital solutions for the destinations such as website/app, digital content, AR/VR, development of destination dashboard, etc.</li> <li>• Online monitoring</li> <li>• Any other work related to IT/Digitalization of programme</li> </ul>
6	Skilling & Capacity Development Expert	<ul style="list-style-type: none"> <li>• Benchmarking and identification of skilling and capacity development models.</li> <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>• Formulation of skilling programs and tools to enhance other soft skills people involved in the tourism and hospitality sector.</li> <li>• Identify opportunities to develop</li> </ul>

		<p>partnership with organizations to provide trainings</p> <ul style="list-style-type: none"> <li>Any other work related to skill and capacity building in the programme.</li> </ul>
Full time onsite deployment		
7	Programme Manager (Full time onsite)	<ul style="list-style-type: none"> <li>Onsite coordination of various program activities and provide support and assistance for smooth execution of various activities in connection with the implementation of the scheme.</li> </ul>
8	Programme Consultants – 6 (full time onsite)	<p>Onsite coordination, support and assistance in various program activities .</p> <ul style="list-style-type: none"> <li>Overall programme management support</li> <li>Support in development/ review of SPP, Destination Master Plans, identification, appraisal and monitoring projects/ experiences</li> <li>Monitoring deliverables of Project Development and Management Consultants (PDMCs) at State level and providing guidance</li> <li>Prepare model RFP/EOI/ Agreements, toolkits, SOPs, Reports, analysis etc.</li> <li>MIS and IT support</li> <li>Guidance for O&amp;M and PPP</li> <li>Marketing and Promotion support</li> <li>Guidance in capacity building</li> </ul>
9.	Programme Consultant for MIS – 1 (full time onsite)	<ul style="list-style-type: none"> <li>Assist in tracking and review progress of various projects undertaken in the scheme through a centralized MIS system.</li> <li>Provide assistance in data analysis and</li> </ul>

		reporting for decision support
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## **SCHEDULE-2: Guidance Note on Conflict of Interest (for Consultant)**

*(See **Clause 2.4**)*

1. This Note further explains and illustrates the provisions of **Clause 2.4** 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.
    - (ii). No consultant should be involved in owning or operating entities resulting from the project.
    - (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 walls” 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: TECHNICALPROPOSAL**

### **Form-1: Letter of Proposal**

#### **(On Applicant's letter head)**

(Date and Reference)

To,  
Secretary Tourism,  
Government of India

Sub: Request for Proposal (RFP) no. \_\_\_\_\_ dated \_\_\_\_\_ for Appointment of National Programme Management Unit for Swadesh Darshan Scheme.

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 Consultants for \_\_\_\_\_. 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 appointment as the Consultant for the aforesaid Project.
4. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we 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 2.5** 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 the RFP, no person acting for us on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- (e). 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 the RFP document.

8. I/We certify that in regard to matters other than security and integrity of the country, we 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.

9. 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.

10. 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.
11. 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.
12. A bid securing declaration is attached, in accordance with the RFP document.
13. 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.
14. I/We agree to keep this offer valid for 90 (ninety) days from the PDD specified in the RFP.
15. A Power of Attorney in favor of the authorized signatory to sign and submit this Proposal and documents is attached herewith.
16. 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 Consultancy.
17. The Financial Proposal is being submitted separately as specified in the RFP. This Technical Proposal read with the Financial Proposal shall constitute the proposal which shall be binding on us.
18. I/We agree and undertake to abide by all the terms and conditions of the RFP Document.

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

**Yours faithfully,**

**(Signature, name and designation of the authorized signatory)**

**(Name and seal of the Applicant)**

## APPENDIX-I

### Form-2: Particulars of the Applicant

1.1	<p>Name of Firm:</p> <p>Legal status (e.g.sole proprietorship or partnership):</p> <p>Country of incorporation:</p> <p>(copy of certificate of incorporation, registration etc. enclosed)</p> <p>PAN (copy to be enclosed):</p> <p>GSTIN (copy to be enclosed):</p> <p>Registered address:</p> <p>Year of Incorporation:</p> <p>Year of commencement of business:</p> <p>Principal place of business:</p> <p>Name, designation, address and phone numbers, e-mail of authorized signatory of the Applicant:</p> <p>Name:</p> <p>Designation:</p> <p>Company: Address:</p>
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	Phone No.:  Fax No.:  E-mail address:
1.2	For the Applicant, state the following information:  Has the Applicant been penalized 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 agreement nor have had any agreement terminated for breach in last three years?  Yes/No  Note: If answer to the questions is yes, the Applicant is not eligible for this consultancy assignment.
	<b>(Signature, name and designation of the authorized signatory)</b>  <b>Company stamp</b>   <b>For and on behalf of .....</b>

NOTE: The above form should be furnished for each consortium member

## APPENDIX-I

### Form-3: Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr./Ms..... son/daughter/wife and presently residing at ....., who is presently employed with/ retained by us and holding the position of ..... as our true and lawful attorney (hereinafter referred to as the "Authorized 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 **Selection of an Consultant for setting up of National Program Management Unit** under **Swadesh Darshan Scheme** of Ministry of Tourism, Government of India, (the "Authority") including but not limited to signing and submission of all bids, 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 letter of award thereof to us.

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

IN WITNESS WHERE OF WE,..... THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF.....,202....

**For** .....

**(Signature, name, designation and address)**

**Witnesses:**

- 1.
- 2.

**Notarized**

Accepted

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

## Appendix -I

### Form-4: Financial Capacity of the Applicant

S.No	Financial Year	Annual Revenue from consultancy assignments (in Rs. Cr)
1.	2020-21	
2.	2021-22	
3.	2022-23	

#### **Certificate from the Statutory Auditor<sup>\$</sup>**

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

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

<sup>\$</sup> In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

##Exchange rate should be taken as **Rs.83 per US\$** for conversion to Rupees.

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

## APPENDIX-I

### Form-5: Abstract of Eligible Assignments of the Applicant

S.No.	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. lacs)	Professional Fees <sup>##</sup> received by the Applicant (in Rs.
(1)	(2)	(3)	(4)	(5)
Projects listed for 3.1.2 B 1				
Projects listed for 3.1.2 B 2				
Projects listed for 3.1.2 B 3				

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

(Signature, name and designation of authorized signatory)

Date:

Project enlisted to detail individually as per Form 7.

Additional rows may be added as required

## APPENDIX-I

### Form-6: Eligible Assignments of Applicant

1	Name of the Applicant	
2	Name of the Project/ Assignment	
3	Name of the Location	
4	Name of the Client and Address	
5	Name and telephone number of client's representatives	
6	Estimated Cost of the Project (in Rs. Crore)	
7	Approximate value of the Contract (in Rs. Crore)	
8	Payment/Project fee received as Consultancy Fee by PDD (in Rs. Crore)	
9	Duration of the Assignment	
10	Start Date of the services (month/ year)	
11	End Date of the services (month/ year)	
12	Description of the project	

13	Description of the services performed by the applicant	
14	<p>Description of project where experience in handling Project Management Unit (PMU) related assignments in Central Government Ministries/ Departments is claimed with special focus on:-</p> <p>(i) Programme Design</p> <p>(ii) Monitoring of entities whose work was monitored</p> <p>(iii) Demonstration of MIS and portal support</p> <p><i>(Reference Clause 3.1.2 B 1)</i></p>	
<p>It is certified that the aforesaid information is true and correct to the best of my knowledge and belief</p>  <p>(Signature, name and designation of the authorized signatory)</p>		

**Notes: Use separate sheet for each eligible assignment.**

## APPENDIX-I

### Form-7: Particular of Key personnel whose details are provided by the applicant

Position for which proposed	Name	Educational Qualification	Total Experience in Number of Years/ Months	On the payroll of the Applicant firm in Number of Years/ Months (as applicable)

(Signature, name and designation of the authorized signatory)

Additional rows may be added as required

## APPENDIX-I

### Form-8: Curriculum Vitae (CV) of Key Personnel

1 Proposed Position:

2 Name of Personnel:

3 Date of Birth:

4 Nationality:

5 Educational Qualifications:

Name of Course	Name of Institution / University	Year of Passing

6 Employment Record:

(Starting with present position, list every employment held in reverse order.)

Name of Organization	Designation	From	To

7 Details of Specific Experience

(Details of specific assignments relevant to the position as per the evaluation criteria)

mentioned for the position in Clause no 3.1.6 – technical evaluation of team be given in the following format)

<ol style="list-style-type: none"><li>1. Name of the project:</li><li>2. Cost of the Project:</li><li>3. Consultancy Fee for the Project:</li><li>4. Name of the Client:</li><li>5. Name and contact number of Client's representatives (Reference):</li><li>6. Location:</li><li>7. Position held:</li><li>8. Duration for which position held:</li><li>9. Salient Features of the Project:</li><li>10. Role assigned:</li><li>11. Activities performed:</li></ol> <p>(Use additional rows for each project)</p>

Certification:

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

(b). I, the undersigned, certify that to the best of my knowledge and belief, this CV

correctly describes me including qualifications and experience. All the details submitted by me are in consonance to the experience requirements as indicated in clause 3.1 of the RFP no..... dated..... of the Ministry of Tourism.

Signature.....  Name of the Key Personnel)  Place.....  Date.....	Countersigned by     (Signature, name and designation of the authorized signatory of the Applicant)
---	--

Notes:

- (i). Use separate form for each Key Personnel
- (ii). Additional rows may be added as required

## **APPENDIX-I**

### **Form-9: Proposed Approach and Methodology including Work Plan**

(Not more than 25 pages)

The various components under the section can be divided into below components:

#### **1.1 Understanding the scheme and its convergence with other programmes**

The applicant will focus on its grasp of the scheme and its sub-schemes & its intricacies and fostering strategic convergence with other programs, thereby maximizing synergies for effective implementation and impactful outcomes. This would involve understanding about scheme's objectives and seamless integration with complementary initiatives to achieve holistic and cohesive results.

#### **1.2 Understanding of TOR**

The Applicant shall clearly state its understanding of the TOR and also highlight its important aspects focusing on sustainable development and destination management. The Applicant may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the objectives laid down in the TOR. Applicant may particularly describe its understanding of tourism themes, products, destinations, detailed perspective plans, action plan to achieve the goals of the detailed perspective plan as per TOR.

#### **1.3 Approach & Methodology**

In this sub section applicant should explain its approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Section should highlight the problems being addressed and their importance, and explain the technical approach proposed to address them. Proposed methodology should be detailed and compatibility with the proposed approach should be highlighted. The Applicant should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

#### **1.4 Work Plan**

In this sub section Applicant should propose the main activities of the assignment, their content and 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.

## **APPENDIX-I**

### **Form 10 - Format for Bid Securing Declaration**

(On Applicant's letter head)

(Date and Reference)

To,

The Secretary

Ministry of Tourism,

Government of India

**Subject:- Bid Security Declaration**

We, the undersigned, declare that:

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

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

- (a). Are engaged in any of the prohibited (fraud and corrupt) practice specified in section 4 of the RFP.
- (b). Withdraw our proposal during the period of proposal 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 2.4.

Signed:

[(Signature, name and designation of the authorized signatory)]

## **APPENDIX – II: FINANCIAL PROPOSAL**

### **Form-1: Covering Letter**

(On Applicant's letter head)

(Date and Reference)

To,

The Secretary

Ministry of Tourism,

Government of India

Sub: Request for Proposal (RFP) for \_\_\_\_\_

Dear Sir,

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

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

Yours faithfully,

(Signature, name and designation of the authorized signatory)

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

## APPENDIX-II

### Form-2: FINANCIAL PROPOSAL FOR THE ASSIGNMENT

S. No.	Resource	Number of Resources	No. of months	Total Consultancy Fee for 24 months Excluding GST (in INR)
1	Team Leader Cum Programme Director (Part time position)	1	24	
2	Tourism Product Planning & Design Expert (Part time position)	1	24	
3.	Investment & PPP Expert (Part time position)	1	24	
4.	Destination Marketing & Promotion Expert (Part time position)	1	24	
5.	IT/Digitalization Expert (Part time position)	1	24	
6.	Skilling & Capacity Development Expert (Part time position)	1	24	
7	Programme Manager (Full time position)	1	24	
8	Programme Consultants (Full time position)	6	24	
9.	MIS consultant (Full time position)	1	24	
	<b>Total</b>	<b>14</b>		

Above amounts is excluding GST which shall be paid as per applicable law and would be paid extra.

(Signature, name and designation of the authorized signatory)

NOTE:

1. The **'Total Professional Fee for period of 24 Months'** would be taken into account for evaluation of the financial proposal. This will be a fixed fee which shall be applicable for the total contract period.
2. In case of any requirement for fees to be calculated for the specific period of time, the same will be calculated on pro-rata basis.
3. **Form – 2 of appendix- ii above is indicative and the financial quote must be submitted as per the BoQ uploaded for the purpose on CPP portal.** All applicants should ensure that no financial quote is submitted in the technical proposal failing which their proposal will be out rightly rejected.

## CHECKLIST FOR PROPOSAL PREPARATION

Bid should have One Envelope containing Two Envelopes Duly marked “Technical Proposal” & “Financial Proposal”.

### Technical Proposal should have following Forms

<b>Appendix – I:</b>	<b>Technical Proposal</b>
Form 1 :	Letter of Proposal
Form 2 :	Particulars of the Applicant
Form 3 :	Power of Attorney
Form 4 :	Financial Capacity of the Applicant
Form 5 :	Abstract of Eligible Assignments of the Applicant
Form 6 :	Eligible Assignments of Applicant
Form 7 :	Particulars of Key personnel(s)
Form 8 :	Curriculum Vitae (CV) of Key Personnel(s)
Form 9:	Proposed Approach & Methodology
Form 10:	Bid Security Declaration
<b>Appendix – II:</b>	<b>Financial Proposal</b>
Form 1:	Covering Letter
Form 2:	Financial Proposal for the Assignment

**Note:**

- The PROPOSAL should be submitted as per the details specified in this document.

- The index of the proposal should clearly reflect the list of documents requested in the technical bid and financial bid.
- All pages in the proposal should be numbered, signed and indexing should reflect relevant page numbers where the requested documents are placed.

\*\*\*\*\*

**Request for Proposal [RFP]**  
**for**  
**Selection of Consultant for setting up of**  
**National Programme Management Unit (NPMU) under**  
**Swadesh Darshan Scheme**



(Vol. 2 of 2)

**RFP reference no. SD-8/69/2023-SD dated 15.03.2024**

**Ministry of Tourism**  
**Government of India**

## **Form of Agreement**

### **AGREEMENT**

### **FOR**

**Selection of Consultant for setting up of  
National Programme Management Unit (NPMU) under  
Swadesh Darshan Scheme**

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## **AGREEMENT**

This AGREEMENT (hereinafter called the “Agreement”) is made on the ..... day of the month of ..... 20..., between, on the one hand, the President of India acting through the Ministry of Tourism (hereinafter called the “Authority” which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and, on the other hand, ..... (Hereinafter called the “Consultant” which expression shall include their respective successors and permitted assigns).

### **WHEREAS**

The Authority vide its Request for Proposal for ‘**Selection of Consultant for setting up of National Programme Management Unit (NPMU) under Swadesh Darshan Scheme**’ of Ministry of Tourism (hereinafter called the “Project”);

- (A). the Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Authority 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
- (B). the Authority, on acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated ..... (the “LOA”); and
- (C). 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). “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;
- (c). “Conflict of Interest” shall have the meaning set forth in Clause 2.4 to be read with the provisions of RFP;
- (d). “Dispute” to be read as per the provisions of RFP;
- (e). “Effective Date” means the date on which this Agreement comes into force;
- (f). “Government” means the Government of India;

- (g). "INR or Rs." means Indian Rupees;
- (h). "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;
- (i). "Party" means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (j). "Personnel" means persons hired by the Consultant as employees and assigned to the performance of the Services or any part thereof;
- (k). "RFP" means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted;
- (l). "Services" means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto
- (m). 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:

- (a). Agreement
- (b). Annexures of Agreement
- (c). RFP
- (d). 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 1.9** or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail 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 in accordance with the provisions of RFP and at such locations as are incidental thereto, including the offices of the Consultant.

## **1.9. Authorised Representatives**

1.9.1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be, may be taken or executed by the officials specified in this **Clause 1.9.2.**

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

.....

.....

Tel: .....

Mobile: .....

Email: .....

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

.....

.....

Tel: .....

Mobile: .....

Email: .....

## **1.10. Taxes and duties**

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

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

### **2.1. Effectiveness of Agreement**

This Agreement shall come into force and effect on the date (the "Effective Date") of the Authority's notice to the Consultant instructing the Consultant to begin carrying out the Services.

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

2.2.1. The Consultant shall confirm availability of Key Experts and begin carrying out the Services not later than the number of days after the Effective Date as specified in the notice in pursuant to **Clause 2.1.**

- 2.2.2. The Consultant will ensure to take over all the data, documents, records, reports, project status, presentations, files etc. from the agency previously appointed by the Ministry of Tourism for any such purpose. This exercise must be completed within a period of 15 days from the effective date commencement of services.

### **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 performance security shall be forfeited and appropriated without prejudice to any other lawful action, which the Authority may take.

### **2.4. Expiry of Agreement**

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

### **2.5. Entire Agreement**

- 2.5.1. This Agreement and the Annexes together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.
- 2.5.2. Without prejudice to the generality of the provisions of **Clause 2.5.1**, on **matters not covered by this Agreement, the provisions of RFP shall apply.**

### **2.6. Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to **Clauses 4.2.4 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, 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 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 minimise 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, terminate this Agreement if:

- (a). the Consultant fails to fulfil performance of its obligations as specified in the RFP;
- (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, 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, 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, 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, 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, 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 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 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 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**

- 3.3.1. The Consultant and the Personnel 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;
- 3.3.2. 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.
- 3.3.3. Notwithstanding the aforesaid, the Consultant and the 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 the Personnel or becomes a part of the public knowledge from a source other than the Consultant and the 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 the Personnel 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 Personnel as is reasonable under the circumstances; provided, however, that the Consultant or 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, 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 in case of negligence or wilful 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.
- 3.4.4. This limitation of liability specified in Clause 3.4.3 shall not affect the Consultant's liability, if any, for damage to Third Parties caused by the Consultant or any person or firm acting on behalf of the Consultant in carrying out the Services subject, however, to a limit equal to 3 (three) times 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 premium and recover the costs thereof from the Consultant, and the Consultant shall be liable to pay such amounts on demand by the Authority.
- (d). Except in case of Third Party liabilities, the insurance policies so procured shall mention the Authority as the beneficiary of the Consultant and the Consultant shall

procure an undertaking from the insurance company to this effect; provided that in the event the Consultant has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Authority as the sole beneficiary of the Consultant or require an undertaking to that effect.

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

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

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

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

The Consultant shall:

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

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

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

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

### **3.8. Reporting obligations**

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

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

- 3.9.1. All plans, drawings, specifications, designs, reports and other documents (collectively referred to as "Consultancy Documents") prepared by the Consultant (or any Third Party) in performing the Services shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Consultant agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Consultant.
- 3.9.2. The Consultant shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Consultant may retain a copy of such Consultancy Documents. The Consultant or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 3.9.3. The Consultant shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as 'Claims') which may arise from or due to any unauthorised 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 **Annex-2** of this Agreement. The cost of agreement would be as specified in **Annex-3** of this Agreement.
- 4.2.2. The Authority, may by giving 30 days' notice in writing decrease / increase the number of personnel depending on workload and the payment to be made to the Consultant would accordingly be adjusted as per actual deployment of personnel.
- 4.2.3. Adjustments with respect to the estimated periods of engagement of Personnel set forth in the aforementioned shall only be made with the written approval of the Authority.
- 4.2.4. 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 **Annex-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-I (**Form-8**) 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 normally consider any request for substitution of Key Personnel as the ranking of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the ranking.
- 4.4.2. The Authority will not consider substitution of Key Personnel except for reasons of **any incapacity, death, health grounds, resignation by personnel etc..** Such substitution shall except for the reasons cited above and initiated by the applicant would be limited to one Key Personnel 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 20% (twenty per cent) of the remuneration specified for the original Key Personnel shall be deducted from the payments due to the Consultant for one time. In the case of a second substitution hereunder, such deduction shall be 50% (fifty per cent) of the remuneration specified for the original Key Personnel for one time. Repeated substitution may lead to termination of the Agreement.
- 4.4.3. Substitution of the Team Leader will not normally be considered unless specified in clause 4.4.2 above. Persistence replacement of team leader may lead to termination of the Agreement.
- 4.4.4. In case the Authority is not satisfied with the performance of any Key Personnel, the Authority may initiate a request for substitution of such Key Personnel. This substitution will also be subject to payment deductions as described in **Clause 4.4.2**.

#### **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 person days of service set forth in Annex-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. Project Leader**

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

#### **5. Obligations of the Authority**

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

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

- (a). provide the Consultant and the Personnel with work permits and such other documents as may be necessary to enable the Consultant or the Personnel to perform the Services;
- (b). facilitate prompt clearance through customs of any property required for the Services; and
- (c). issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

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

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

### **5.3. 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.

## **6. Payment to the Consultant**

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

- 6.1.1. An cost of the Services payable to the Consultant is set forth in Annex-3 of the Agreement and as per the general terms of payments set forth in Annex-4 of the Agreement.
- 6.1.2. Except as may be otherwise agreed, 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. ....), which does not include the Additional Costs specified in Annex-3 (the "Additional Costs").
- 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. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

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

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

- (a). No Mobilisation Advance shall be paid.
- (b). The Consultant shall be paid for its services as per the general terms of payments given at **Annex-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.
- (c). The Authority shall usually make the payment due to the Consultant within 30 (thirty) days after the receipt of invoice with all supporting documents and necessary particulars (the "Due Date"). In case of delay of payment by the authority, no interest will be paid.
- (d). The final payment under this Clause shall be made only after the final report 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.
- (e). 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 delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

- (f). In the event of non-completion of Services within 3 (three) months of the Effective Date, the final Payment may not become due to the Consultant.
- (g). All payments under this Agreement or otherwise shall be made to the account of the Consultant as may be notified to the Authority by the Consultant.

## **7. Liquidated Damages and Penalties**

### **7.1. Performance Security**

- 7.1.1. The Consultant will submit a Performance Security to the tune of 3% of the total contract value in the form of Bank Guarantee (BG), which would be valid for 60 days beyond the project completion date as given in the Terms of Reference.
- 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 applicant engages in any of the prohibited practices
  - b. If the applicant 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 or plagiarism is detected in the data, data analysis or 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 3% (3 per cent) of the Agreement Value.

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

In the event of a delay in the completion of Services, the Authority reserves the right to impose penalties in accordance with the terms outlined in Clause 7.3 of the agreement.

#### **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, the Authority may impose the following penalties:
- (a). Seek replacement of personnel
  - (b). Impose penalty to the extent of 10% of the quarterly fee in the first instance and up to 20% in case of second instance and termination of the contract in case of persistence. The penalty shall be deducted from the payments due or from the performance Guarantee given by the consultants.
  - (c). Termination of contract in case of persistence
  - (d). Debarring the consultant for a specified period may also be initiated
- 7.3.3. Provided further that no such penalty is levied on the consultant, if the deficiency in services is due to the reasons beyond the control of the Consultant.
- 7.3.4. In the event that the **quality of content/work** delivered does not meet industry norms and accepted international standards, the Ministry shall provide an opportunity for improvement and remediation to achieve the requisite quality standard. Should the deficiency persist despite such opportunities, a penalty as mentioned in clause 7.3.2 would be imposed. Furthermore, payment for the affected deliverable shall be withheld until the quality standard is satisfactorily met.
- 7.3.5. The penalty shall be deducted from the payments due or from the performance guarantee given by the consultants.

## **8. Fairness and Good Faith**

### **8.1. Good Faith**

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

### **8.2. Operation of the Agreement**

The Parties recognise 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 Secretary, Ministry of Tourism 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 or 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 Ministry of Tourism

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of Consultant

(Signature)

(Name)

(Designation)

(Address)

In presence of

1.

2.

Annex-1: Terms of Reference

*(Schedule-1 of RFP will be reproduced)*

## **Annex-2: Deployment of Personnel**

*(Details of the selected key personnel will be inserted)*

### **Annex-3: Estimate of Cost**

*(Finalized cost details will be inserted)*

#### **Annex-4: General Terms of Payment**

1. *The Consultant will be raise its invoice on monthly basis along with the details of the work done during that period.*
2. *The consultant will clearly indicate the details of the resource persons provided by it along with its invoice.*
3. *Individual invoices raised by the consultant will be examined by the authority usually on quarterly basis and after following the due Government procedures and approvals, payment shall be released. The Consultancy Monitoring Committee (CMC) will evaluated the performance of the Consultant and recommend settlement of bills accordingly.*
4. *Additional cost if any, shall be paid as per the provisions of this documents subject to the authority agreeing to the same.*
5. *The Ministry of Tourism reserves the right to expand or reduce the size of NPMU.*
6. *In case of any requirement for fees to be calculated for specific period of time, the same will be calculated on pro-rata basis.*
7. *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.*
8. *The consultant / TA will submit its bank details in the prescribed mandate form in order to enable the authority to release payment through bank transfer.*
9. *Normally holidays prescribed for the Central Government servants would also be applicable unless otherwise desired by the authority.*

## Annex-5: Bank Guarantee for Performance Security

To

[The President of India]

acting through

.....

.....

.....

In consideration of ..... acting on behalf of the [President of India/Governor of

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

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

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

3. We, ..... (indicate the name of the Bank) do hereby undertake to pay to the authority any money so demanded notwithstanding any dispute or disputes raised by the Consultant in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this

present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment thereunder and the Consultant shall have no claim against us for making such payment.

4. We, ..... (indicate the name of Bank) further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be required for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Authority under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Authority certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Consultant and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing on or before a period of one year from the date of this Guarantee, we shall be discharged from all liability under this Guarantee thereafter.

5. We, ..... (indicate the name of Bank) further agree with the Authority that the Authority shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Consultant from time to time or to postpone for any time or from time to time any of the powers exercisable by the Authority against the said Consultant and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Consultant or for any forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Consultant or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have the effect of so relieving us.

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

7. We, ..... (indicate the name of Bank) lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the Authority in writing.

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

For .....

Name of Bank:

Seal of the Bank:

Dated, 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.