



झारखण्ड सरकार



**GOVERNMENT OF JHARKHAND  
DEPARTMENT OF TOURISM, ART CULTURE, SPORTS AND YOUTH AFFAIRS**

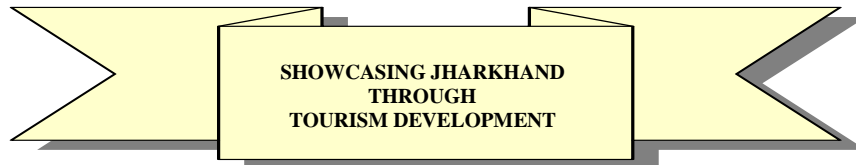
**REQUEST FOR PROPOSAL**

**For Selection of Consultant For Setting up Project Management Unit (PMU)  
At Tourism Directorate, Ranchi**

Tender notice no – .....

Sale of Tender document	: 09.12.2015 to 21.12.2015
Submission of tender document	: 22.12.2015 @ 1600 Hrs.
Opening of tenders	: 22.12.2015 @ 1700 Hrs.

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## 1. SECTION - 1 DISCLAIMER

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Department of Tourism, Government of Jharkhand (Authority) or any of their 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 and is neither an offer nor invitation 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 the 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 uses 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 is on a wide range of matters, some of which depends upon interpretation of law. The information given is not 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 the 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, however 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.

## 2. SECTION -2: INVITATION AND SCHEDULE OF BIDDING PROCESS

- 2.1. Department of Tourism (DOT), Government of Jharkhand (GoJ) intends to select a consultant to set up a Project Management unit (The PMU). The PMU should be able to prepare documents i.e. Preparation of RFPs or other bidding documents, Evaluation of technical bids, Manpower Requirement Process management of different profiles. Periodic monitoring of outsourced activities. Evaluation of outsourced activities for effective decision making and any other consultancy jobs to be preferred on behalf of the Department. The PMU should have skills and experience of Tourism sector. The PMU should design and help execute projects in PPP mode in accordance with Department of Tourism (The Authority).
- 2.2. Tourism Department, Government of Jharkhand (the "Authority") is the nodal department for the development of tourism in the State of Jharkhand.
- 2.3. The Authority shall also promote development of projects through different models of transfer of land and Public-Private-Partnership (PPP) framework, in tourism sector.
- 2.4. The Authority would also endeavour to avail grants from Government of India and funding from multi-lateral and bi-lateral agencies for future projects in Jharkhand.
- 2.5. The Authority has a limited in-house manpower capacity. The Authority therefore needs human resource and intellectual support to conceptualise, carry out necessary documentation, analyse, procure consultants and developers / implementing agencies and monitor them for development of the projects. The Authority intends to select and appoint a Project Management Unit (PMU), for deployment of personnel with specific skills and experiences through this RFP for providing the services described in the scope of services in this RFP. The deployed personnel shall be dedicated for providing services to the Authority from the location specified by The Authority. There will be another team of experts at the back office of the consultant for providing specific services, as has been stated in this RFP.
- 2.6. **Services**
  - i. The PMU is intended to be a self-sufficient team that shall provide the services of a team of executives and support staff with skills and experience commensurate with the task requirements to operate from the authority approved location in Ranchi. The minimum requirement of the personnel to be stationed at Ranchi is given in 'Consultant Team Requirements'

- ii. The team of experts who will be at the back office of the consultant shall prepare the DPR and shall also provide transaction advisory services for developing PPP projects, as per the instruction of the Authority. The list of such experts who will provide services from back office is given in **Appendix F1**

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

<b>Event Description</b>	<b>Scheduled Date</b>
Last date of receiving query	Upto the date of the Pre-proposal conference
Pre-proposal conference	14/12/2015 at 3:00 PM
Proposal Due Date (PDD) and time (i.e. last date and time of receiving Proposals)	22/12/2015 upto 16:00 Hrs.
Opening of Technical Proposals	On Proposal Due Date at 17:00 Hrs or thereafter
Technical Presentation	Shall be intimated later
Opening of Financial Proposals	Shall be intimated later
Validity of Proposals	180 days of Proposal Due Date

### 2.8. Pre-Proposal Conference

The date, time and venue of Pre-Proposal Conference shall be as indicated above at Conference Hall, 1<sup>st</sup> Floor, FFP Bhawan, Dhurwa, Ranchi, Jharkhand.

### 2.9. Communications

2.9.1. All communications including the submission of Proposal should be addressed to:

ATTN. OF: **The Director**  
 Directorate of Tourism  
 Government of Jharkhand  
 FFP Bhawan, 2nd Floor, HEC Campus,  
 Dhurwa, Ranchi, Jharkhand

TEL NO: + 91 651 2400493

Fax No.: +91 651 2400492

E-MAIL: tourism\_directorate@rediffmail.com

2.9.2. The **Official Website** of the Authority is:

[http:// www.jharkhand.gov.in](http://www.jharkhand.gov.in) / [www.jharkhandtourism.in](http://www.jharkhandtourism.in)

2.9.3. All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

"SELECTION OF CONSULTANT FOR PROVIDING PROJECT MANAGEMENT SERVICES"

### **3. SECTION - 3 INSTRUCTIONS TO APPLICANTS**

3.1 Each Applicant shall submit a maximum of one (1) Proposal for the Assignment, in response to this RFP document. Any Applicant, who submits more than one Proposal for the Assignment shall be disqualified.

#### **3.2 Bid process**

- i. The Authority intends to adopt a QCBS single stage bidding process for selection of the firm for PMU for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Applicant ("Successful Applicant"). The Successful Applicant is required to enter into a Consultancy Agreement with The Authority and the draft of the same is set out in **Appendix J**. The fees shall be paid to the PMU by The Authority in the manner as set out in the Draft Consultancy Agreement.
- ii. At any time prior to the Proposal Due Date, The Authority may, for any reason, whether at its own initiative or in response to clarifications requested by any Applicant, modify the RFP document by the issuance of Addenda, or amendment.
- iii. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). The Authority reserves the right to reject any Proposal, which does not meet this requirement.

#### **3.3 Minimum Eligibility Criteria**

- (i) The applicant firm must be a company incorporated under the Indian Companies Act.
- (ii) The applicant's average annual turnover must be at least INR 10 Crores (Rupees Ten Crores Only) in last three financial years (FY 2014-15, 2013-14, 2012-13). A certificate from Chartered Accountant must be accompanied specifying turnover.
- (iii) The company should have been providing consultancy services at least for last 10 years in India, preceding the PDD (Proposal Due Date).
- (iv) The Applicant should have in the last 7 (seven) Financial years preceding the PDD, undertaken at least one project in each of the following category of eligible assignments:

#### **3.4 Eligible assignments category**

- a) Assisted or assisting any Central/State Departments in the preparation of Policy or Acts related to tourism.
- b) Provided or providing programme management support to any Central/State Governments/Agencies/Departments or Corporations in tourism sector.

- c) Experience of providing consultancy/advisory services to any State Government/Departments in India for any tourism infrastructure project through Public Private Partnership (PPP) or other forms of private participation, having project cost of at least INR 50 Crores (Rupees Fifty Crores Only) in India (the “**Tourism Projects**”).
- d) Experience of providing consultancy/advisory services to any State Government/Departments in India for any infrastructure project undertaken through Public Private Partnership (PPP) or other forms of private participation and having project cost of at least INR 100 crore (Rupees One Hundred Crore) in India (the “**PPP Projects**”).

**Note:**

- (i) The Bidder is required to submit separate projects for each category of eligible assignments mentioned above. For example: Projects submitted under the Tourism Projects eligible assignment category will not be considered under PPP Projects eligible assignment category in order to avoid double counting of eligible assignment submitted by the Bidder.
- (ii) All above information should be supported by either a chartered accountant certificate or client certificate or a copy of the extract of signed agreement with the private developer/concessionaire (in case of d & e above). Copy of work order or contract entered with the client or completion certificate (in case of a, b & c above)
- (iii) The bidder shall be a single entity. Consortium, academic and voluntary organizations are not eligible to participate in the selection process under this RFP.

### 3.5 Opening of Technical proposal

In this stage, only the envelopes containing technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated.

### 3.6 Earnest Money Deposit (EMD)

- 3.6.1 Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs.25000/- (Rs. Twenty Five Thousand only) in the form of a Demand Draft in favour of The Director, Department of Tourism, Government of Jharkhand of any scheduled bank, payable at Ranchi.
- 3.6.2 EMD shall be returned to the unsuccessful Applicant s within a period of two (2) weeks from the date of signing of Consultancy Agreement between the authority and the Successful Applicant. EMD submitted by the Successful Applicant shall be released upon completion one month of the providing services after actual deployment of all resources.

3.6.3 EMD shall be forfeited in the following cases:

- i. if any information or document furnished by the Applicant is found to be misleading or untrue in any material respect; and
- ii. If the successful Applicant fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by the authority.

3.7 The roles, responsibilities and broad scope of work of Project Management Unit (PMU) are set out in the **Appendix I**. The scope of services may be extended on mutually agreed fees, terms and conditions.

### 3.8 Clarifications

A prospective Applicant requiring any clarification on the RFP document may notify the authority in writing to the address as specified in the RFP. The applicants should send in their queries latest by the **Last Date for Receiving Queries** mentioned in the Schedule of Bidding Process. The Authority may, on its own discretion, may forward its responses to all the Applicants. Responses would include a description of the enquiry without identifying its source at its sole discretion.

### 3.9 Format and Signing of Proposal

The Applicant is required to provide all the information as per this RFP document the authority shall evaluate only those proposals that are received within the time and in the required format and are complete in all respects. Each Proposal shall comprise the following:

### 3.10 Details of submissions:

#### 3.10.1 Part I Submission

- a. Covering letter in the format set out in **Appendix A**
- b. Details of the Applicant in the format set out in **Appendix B**
- c. Power of Attorney as per **Appendix C**, authorising the signatory of the Proposal to submit the proposal.
- d. Technical Proposal comprising
  - i. Project descriptions in the format set out in **Appendix D1 and Appendix D2**, with supporting proof
  - ii. Approach and methodology in **Appendix E**
  - iii. Details of back office team in **Appendix F1**
  - iv. Format of CV of back office team in **Appendix F2**



- v. Financial capability of the applicant in **Appendix G**
- vi. Earnest Money Deposit in the manner described herein

### 3.10.2 **Part II Submission**

- a. Financial proposal in the format as set out in **Appendix H**
  - b. The Financial Proposal shall be quoted as a lump sum fixed monthly amount which shall be payable to the consultant for the PMU under the agreement. It shall be inclusive of
    - i. The Cost to Company expenses of the experts and personnel to be deployed in the authority and
    - ii. All other expenses and profit of the organisation
  - c. The Financial Proposal shall be exclusive of
    - i. Service Tax
    - ii. Cost of travelling, communication, printing, consumables, stationaries for the project purpose only for the deployed personnel under the PMU
    - iii. Cost of office space, furniture, hardware, software, internet connection, laptop, printer etc., which will be provided to the PMU by the Authority
- 3.11 Financial Proposal shall not include Service Tax, Cess, Surcharge levied on such services which shall be reimbursed by the authority at then prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees. All consumables for operation of the PMU, in terms of papers, stationary, ink / cartridge for printers, photocopy and fax machines, power connection, water etc. shall be provided by the authority.
- 3.12 The Applicant shall bind and seal the Part I Submission and the Part II Submission separately in two envelopes, duly marking the envelopes as **"PART I SUBMISSION"** and **"PART II SUBMISSION"**. These envelopes shall then be sealed in a single outer envelope.
- 3.13 The Applicant shall prepare (1) one original in hard copy and (1) duplicate of the Proposal in soft version in CD Rom in PDF format clearly marked **"ORIGINAL"** (Hard Copy) and **"Soft Copy"** respectively. In the event of any discrepancy between the original and the soft copy, the original shall prevail.
- 3.14 The original Proposal shall be typed or written in indelible ink and each page shall be initialled by the authorised signatory of the Applicant. All the alterations, omissions, additions, or any other amendments made to the Proposal shall also be initialled by the person(s) signing the Proposal.
- 3.15 **Sealing and Marking of Proposal**

- 3.15.1 The Applicant shall seal the original and soft copy of the Proposal in separate envelopes, duly marking the envelopes as "ORIGINAL" and "SOFT COPY". The envelopes shall then be sealed in a single outer envelope.
- 3.15.2 Each of the envelopes, both outer and inner, must be super scribed with the following information:
- a. Name and Address of Applicant
  - b. Contact person and phone numbers
  - c. **Name of Project: "Selection of Consultant for Project Management Unitfor Department of Tourism, Government of Jharkhand, Ranchi**
- 3.15.3 All envelops shall be addressed to:
- The Director**  
Directorate of Tourism  
Government of Jharkhand  
FFP Bhawan, 2nd Floor, HEC Campus,  
Dhurwa, Ranchi, Jharkhand
- TEL NO: + 91 651 2400493  
Fax No.: +91 651 2400492  
E-MAIL: tourism\_directorate@rediffmail.com
- 3.15.4 If the envelope is not sealed and marked as instructed above, the authorityassumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of the authority, be rejected.
- 3.15.5 The Applicant is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Applicant's own risk.
- 3.15.6 It shall be deemed that prior to the submission of the Proposal, the Applicant has:
- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
  - b. received all such relevant information as it has requested from the authority; and
  - c. made a complete and careful examination of the various aspects of the Projects for which the consultancy services are to be provided.
- 3.15.7 The Authorityshall not be liable for any mistake or error or neglect by the Applicant in respect of the above.

3.15.8 Bids from single entity shall only be considered for evaluation. Bidding in consortium shall not be allowed.

**3.16 Proposal Due Date**

3.16.1 Proposals should be submitted within the time as mentioned in the Schedule of Bidding Process, at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.

3.16.2 The Authority may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

**3.17 Opening of Proposals and Clarifications**

3.18 **The** Authority would open the Part I Submission of the Proposals on or any earliest convenient working day after the Proposal Due Date for the purpose of evaluation. The Part II Submission of the short listed Applicants shall be opened after intimation of the date, time and venue of such opening in presence of Applicants or their representatives, who choose to remain present.

3.19 The Authority reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.

3.20 To facilitate evaluation of Proposals, the authority may, at its sole discretion, seek clarifications in writing from any Applicant regarding its Proposal.

### 3. SECTION - 4 - EVALUATION

4.1 The criteria for eligibility, qualification, evaluation and selection of Applicants are set out in the RFP.

4.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.

4.3 The Part I Submission would be considered to be responsive if it meets the following conditions:

- a. it is received by the Proposal Due Date including any extension thereof.
- b. it is signed, sealed and marked as stipulated in the RFP document.
- c. it contains all the information and documents including EMD as requested in the RFP.
- d. it contains information in formats specified in this RFP.
- e. it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by the authority without communication with the applicant). The authority reserves the right to determine whether the information has been provided in reasonable detail.
- f. There are no inconsistencies between the Proposal and the supporting documents.

4.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:

- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
- b. which limits in any substantial way, the proposal the authority's rights or the Applicant's obligations under the Agreement, or
- c. which would affect unfairly the competitive position of other Applicants presenting substantially responsive Proposals.

4.5 The responsive Proposals shall be evaluated as per the criteria set out in the RFP.

4.6 Quality Cost Based Selection (QCBS) method would be adopted for selection of Consultant for the Assignment, which has been more fully described in this RFP document. The Applicant proposing least amount in Financial Proposal would be declared as the Preferred Applicant. The authority may accept the Proposal of the Preferred Applicant with or without negotiations.

4.7 In case there are two or more Applicant s obtaining the highest Composite Score, the authority may in such case call all such Applicant s for negotiations and select the Preferred Applicant on the outcome of the negotiations. The selection in such cases shall be at the sole discretion of the authority.

4.8 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 respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

4.9 Notwithstanding anything contained in this RFP, the authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

**4.10 Proposal Evaluation: Part I Submission**

4.11 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).

4.12 The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. The authority reserves the right to reject the Proposal of a Applicant without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

4.13 The Technical Proposal would be evaluated on the various aspects set out in the RFP. As part of the evaluation of the Technical Proposal, the authority may also request the Applicant to submit clarifications.

**4.14 Scoring Methodology: Technical Proposal**

4.14.1 The total maximum point for evaluation of Technical Proposal is 100 marks.

4.14.2 The proposals submitted by the consultants would be evaluated and scores would be assigned based on the parameters set out in the table below:

**(i) Opening of Technical proposal and evaluation:**

In this stage, only the envelopes containing technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated on the basis of the following score card:

SN	Evaluation criteria	Scoring methodology	Maximum Marks
<b>1.</b>	<b>Firm's presence</b>		<b>45</b>
1.1	Experience of providing consultancy/advisory services to any State Government/Departments in India for any <b>tourism infrastructure</b> project undertaken through Public Private Partnership (PPP) or other forms of private participation and having project cost of at least INR 50 Crores	= 1 Eligible Assignment = 15 > 1 Eligible Assignment = 5 marks is assigned to each additional projects subject to maximum of 10 marks	25
1.2	Experience of providing consultancy/advisory services to any State Government/Departments in India for any <b>infrastructure</b> project undertaken through Public Private Partnership (PPP) or other forms of private participation and having project cost of at least INR 100 crore	= 1 Eligible Assignment = 10 > 1 Eligible Assignment = 5 marks is assigned to each additional projects subject to maximum of 10 marks.	20
<b>2.</b>	<b>Key personnel from back office</b>	Tourism sector project experience in numbers to score full marks	<b>40</b>
2.1	Project Coordinator Minimum Total experience: 12 years	3	5
2.2	Finance Expert Minimum Total experience: 10 years	3	5
2.3	Tourism Expert Minimum Total experience: 12 years	12	5
2.4	Infrastructure Expert Minimum Total experience: 12 years	8	5
2.5	Planning Expert Minimum Total experience: 12 years	8	5
2.6	Marketing Expert Minimum Total experience: 5 years	4	5
2.7	Procurement Expert Minimum Total experience: 12 years	8	5
2.8	Legal Expert Minimum Total experience: 20 years	8	5
<b>3.</b>	<b>Approach &amp; methodology</b>		<b>15</b>
3.1	Description of technical approach and methodology	Understanding of the project, based on the description of approach and methodology	5
3.2	Technical presentation	Power point presentation to the	10

SN	Evaluation criteria	Scoring methodology	Maximum Marks
		department	
<b>Total</b>			<b>100</b>

- (i) The Bidder is required to achieve a minimum score of 70 marks in their technical proposal.
- (ii) **Evaluation of Financial Proposal:** Only those Bidders whose Technical Proposals score at least 70 marks out of 100 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST) (“**Technically Qualified bidders**”).
- (iii) Financial bids of only the Technically Qualified bidders shall be opened for evaluation. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The Authority will 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 liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

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

(F=amount of Financial Proposal)

**(a) Combined and final evaluation**

- Proposals will 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 that shall be 0.80 and 0.20 respectively.

- (iv) Selection of Successful Bidder: Final ranking of all proposals shall be done with weightage of 80:20. Weightage of 80% shall be given to technical competence and 20% to the fee quoted in financial proposal.

**4.15 Evaluation of Adequacy of the proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach**

This will be evaluated from the 'proposed work plan and methodology', submitted by the bidders as part of their Technical Proposals and by evaluation of a presentation that will be delivered by the proposed Project Manager for the project. The presentation should cover the following aspects:

- i. Background and core competency of the organisation
- ii. Details of eligible project experiences
- iii. proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach

It may be noted that only those bidders shall be invited for presentation who will qualify as eligible under the eligibility conditions mentioned in this RFP

**4.16 Supporting documents to be submitted by the consultants**

- i. The Applicant firms shall submit the signed and stamped copies of client certificates and agreements or work orders, showing the scope of services, time and duration of services in support of project experiences submitted against the eligibility conditions
- ii. The Applicant firms shall submit the audited financial statements of each of the applicable financial years in support of its financial capacity.

**4.17 Award of Consultancy**

- (i) In the event of acceptance of the Proposal of the Preferred Applicant with or without negotiations, the authority shall declare the Preferred Applicant as the Successful Applicant. The Authority will notify the Successful Applicant through a Letter of Acceptance (Loa) that its Proposal has been accepted.
- (ii) The Successful Applicant shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as the authority may agree to in its sole discretion. Failure of the Successful Applicant to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, the authority reserves the right to
  - a. either invite the next best Applicant for negotiations; or
  - b. take any such measures as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.

The selected Project Management Unit shall, not later than 2 (two) months from the date of intimation of its selection as successful Applicant, get the CVs of the team members to be deployed in Ranchi



approved from the Director, the authority, sign the agreement for the PMU and deploy the team members in Ranchi. Provided that, the authority may personally interview the proposed personnel individually to approve their CVs. Provided that, if CV/s of team member/s is/are not approved, the personnel shall be changed and the CV/s of other personnel/s of required education and experience shall be submitted by the consultant for approval. Provided further that in the event of any delay in signing the agreement on the part of the consultant or getting approval of CV of any member or delay in deployment of any team member, a time extension upto 30 days may be given on written application of the consultant by the Director with or without penalty which shall be deducted from the first payment due under this agreement.

**Covering Letter**  
**(On the Letterhead of the Applicant)**

To

Date:

The Director

Department of Tourism

Government of Jharkhand

Ranchi

**Subject: Proposal for the Selection of Consultant for providing Project Management Unit for projects in Jharkhand.**

Dear Sir,

Being duly authorised to represent and act on behalf of ..... (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of \_\_\_\_\_ (Name of Applicant) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the Proposal Due Date.

2. It is hereby agreed confirmed that -
- a. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
  - b. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant

**(Name, Title and Address of the Authorised Signatory)**

**Seal of the Applicant**

## Appendix B

### Details of Applicant (On the Letter Head of the Applicant )

1.
  - (a) Name of Applicant
  - (b) Address of the registered and corporate office(s)
  - (c) Date of incorporation and/or commencement of business
  - (d) Company Registration no.
  
2. Details of individual(s) who will serve as the point of contact / communication for the authority with the Applicant:
  - i. Name :
  - ii. Designation :
  - iii. Company/Firm :
  - iv. Address :
  - v. Telephone number :
  - vi. E-mail address :
  - vii. Fax number :
  - viii. Mobile number :

**Note:**

Notarised copies of following documents to be enclosed:

- i. PAN
- ii. Certificate of incorporation and commencement of business OR certificate of registration

**POWER OF ATTORNEY**  
**(On Stamp paper of relevant value)**

Know all men by these presents, We.....(name and address of the registered office) do hereby constitute, appoint and authorise Mr / Ms.....(name and residential address) who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for selection of consultant for Infrastructure Project Management Unit for projects in Jharkhand. including signing and submission of all documents and providing information/responses to the authority in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Accepted  
\_\_\_\_\_  
Signature)  
(Name, Title and Address of the Attorney)  
Date: .....

Dated this the \_\_\_\_\_ Day of \_\_\_\_\_ 2015  
For \_\_\_\_\_  
(Name and designation of the person(s)  
signing on behalf of the Applicant )

**Note:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
2. Also, wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

**Appendix D1**

**Format for providing Technical Experience for services provided by the firm (in not more than 2 pages for each project, in the given tabular format only)**

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project / assignment:	
4	Brief Description of Actual Services provided:	
5	Professional Staff Provided by the firm No. of Person Months :	
6	Name of Associated Firm(s) if any :	
7	Professional Staff provided by each of Associated Firm(s) a. Name of Associated Firm(s) b. No. of Person Months:	
8	Date of - a. commencement of advisory services b. completion of advisory services	
9	Project Cost (excluding the cost of land): (not applicable for policy advisory services)	
10	Present status of the assignment	

\_\_\_\_\_  
Signature of the Authorized Signatory

Seal of the firm

**Appendix D2**

**Format for providing financial details for services provided by the firm for the project experiences submitted in Appendix D1**

1	Project Name and Location	
2	Name and address of Client	
3	Brief Description of Project / assignment:	
4	Value of Services in Indian Rupees:	

\_\_\_\_\_  
Signature of the Authorized Signatory

Seal of the firm

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

\_\_\_\_\_  
Signature, Address, Seal & Membership No. of Independent Auditor

**Methodology Statement and Approach**

(Not more than 2 pages)

**Appendix F1**

**Qualifications and competence of the Project Manager (from the back office of the Applicant), who would guide, manage and supervise the team of personnel deployed to provide Project Management Unit to THE AUTHORITY  
(In tabular form only)**

**Table of minimum requirements:**

<b>Description</b>	<b>Minimum Qualification</b>	<b>Total Experience in years</b>	<b>Total Specific Min Experience required</b>
Project Coordinator	Graduation: Civil Engineering Post-Graduation: Business Management	12 years	i. Minimum 8 years of experience in PPP Transaction Advisory Services ii. Minimum 3 tourism sector project experience
Finance Expert	Graduation: Engineering Post-Graduation: Business Management	10 years	i. Minimum 6 years of experience in PPP Transaction Advisory Services ii. Minimum 3 tourism sector project experience
Tourism Expert	Graduation: B.Arch Post-Graduation: Master in architecture/ urban design or planning	12 years	i. Minimum 10 years of experience in infrastructure advisory and experience PPP projects. ii. Minimum 12 tourism sector project experience
Infrastructure Expert	Graduation: Civil Engineering Post-Graduation: Business Management	12 years	i. Minimum 10 years of experience in infrastructure advisory and experience PPP projects. ii. Minimum 8 tourism sector project experience
Planning Expert	Graduation: B.Arch/ B.Planning Post-Graduation: Masters in Planning	12 years	i. Minimum 10 years of experience in infrastructure advisory and experience PPP projects. ii. Minimum 8 tourism sector project experience
Marketing Expert	Post-Graduation: Business Management with	5 years	i. Minimum 4 years of experience in marketing of infrastructure and



Description	Minimum Qualification	Total Experience in years	Total Specific Min Experience required
	Marketing as one of the specializations		PPP projects ii. Minimum 4 tourism sector project experience
Procurement Expert	Graduation: law Post-Graduation: law	12 years	i. Minimum 10 years of experience in infrastructure advisory and experience PPP projects. ii. Minimum 8 tourism sector project experience
Legal Expert	Post-Graduation: law	20 years	i. Minimum 10 years of experience in infrastructure advisory and experience PPP projects. ii. Minimum 8 tourism sector project experience

**Table to fill up the details of the proposed personnel with respect to the requirements mentioned in the above table:**

Description	Minimum Qualification	Total Experience in years	Total Specific Min Experience required
Project Coordinator			
Finance Expert			
Tourism Expert			
Infrastructure Expert			
Planning Expert			
Marketing Expert			
Procurement Expert			
Legal Expert			

Note:

- i. The Minimum requirements have been provided, against which the Applicant should provide the actual information in the above format
- ii. Please attach the curriculum vitae of the above personnel, duly signed by the personnel and by the Authorised Signatory

**Appendix F2**

**Format of CV of the Project Manager (from the head office of the Applicant)**

- 1 Name:
- 2 Sex:
- 3 Date of Birth:
- 4 Contact / communication Address:
- 5 Permanent Address:
- 6 Mobile No.:
- 7 E-mail ID:
- 8 Present designation:
- 9 Present job responsibilities:
- 10 Numbers of persons reporting to at present:
- 11 Work Experience:

S. No.	Name of Firm	From date	To Date	Duration of service	Designation	Number of persons reporting	Job Description

**12 Details of important projects:**

S. No.	Name and location of Project	Name of client	Project details	Project structure / model	Name of Firm which provided services	Designation at that time	Year of services provided	Actual Services provided
1								
2								

**13 Education Qualification:**

S. No.	Name of Course / degree / qualification	Year of completion	% of Marks / OAGP obtained	Name of Institute	Name of board / university	Specialization, if any

**14 Details of training availed:**

S. No.	Name of Training	Details of training program	Year of training

**15 Languages known:**

S. No.	Name of language	Speak (Y/N)	Read (Y/N)	Write (Y/N)

**16 Other details, if any, may be mentioned here**

**17 Certification by the Personnel:**

This is to certify that the above details are true to best of my knowledge

\_\_\_\_\_

Signature of the personnel

**18 Certification by the Authorized Signatory of the applicant firm:**

This is to certify that the above person is working with our firm as \_\_\_\_\_ [mention present designation] from \_\_\_\_\_ [mention the date], who will dedicated for the subject assignment for guiding, managing and supervising the team to be deployed, if selected.

\_\_\_\_\_

Signature of the Authorized Signatory

**Appendix G**

**Financial Capacity**

The information regarding the turnover from consulting services in Last five years should be provided in the format below:

<b>Financial year ended in</b>	<b>Turnover in crores of INR</b>
March 2013	
March 2014	
March 2015	
<b>Average:</b>	

\_\_\_\_\_  
Signature of the Authorized Signatory

This is to certify that the above information has been examined by us on the basis of relevant documents & other relevant information and the information submitted above is as per record and as per details of documents annexed herewith.

\_\_\_\_\_  
Signature, Address, Seal & Membership No. of Chartered Accountant

**Appendix H**

**Format for Financial Proposal**  
(On the letterhead of the Applicant)

[Location, Date]

FROM: [Name of Consultant]

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

To

The Director  
Department of tourism  
Government of Jharkhand  
FFP Building,  
Dhurwa, Ranchi

Dear Sir,

**Sub: Selection of Consultant for Project Management Unit for Department of Tourism Projects in Ranchi**

We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP. Our Financial Proposal for Project is for the sum of Indian Rupees..... (Amount in words and figure). This amount is inclusive of all taxes including service tax.

2. Our Financial Proposal shall be binding upon us, subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal, i.e. .... (Date).
3. This financial proposal covers remuneration for all the Personnel, accommodation, air fare, equipment, all overheads, out of pocket expenditures, profits, mentioned in the breakup of financial proposals. This Financial Proposal is without any condition.
4. We also understand that laptop with required software, data card, internet connection, phone, fax, printer, printer ink, papers, office stationaries and other consumables shall be provided by the DoT as

per the requirement, along with space for the team to operate from the office of the Department of Tourism with lights and office furnitures like chairs, tables etc.at its cost

5. We understand that Income Tax shall be deducted at source as per applicable laws
6. We understand that in case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.
7. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Seal of Firm:

Address

**Roles, Responsibilities and Scope of Services of Project Support Consultant (PMU) and Minimum Qualification and Experience of personnel**

The Project Support Consultant, as a self-sufficient team of professionals shall provide services under the general guidance of the Project Manager and direction of DOT for the activities enlisted here under. The Team Leader shall have control over the PMU team members to allocate works and to get the same done by them with right quality and within agreed time frame. The Team Leader shall be responsible to decide the work plan and prioritize the activities in coordination with DOT and the Project Manager. The Team Leader shall be responsible for timely and quality delivery of works by the team members. The activities to be performed are -

- i. Project conceptualization
- ii. Financial analysis of projects,
- iii. Recommendation of project structure, funding pattern and business plan, mode of implementation under different models of development of land such as allotments on lease, development right, license, rent etc.
- iv. Recommendation of project structure, funding pattern and business plan, mode of implementation under Public Private Partnership framework, which will include lease, license, development right, authorization, rent, concession, management contract, service contract, BOT, BOOT, DBFOT or any other model, as the case may be.
- v. Drafting of EOIs, RFQs, RFPs, tender documents contracts, agreements, lease deed, license etc for projects under iii and iv above and assisting in bid process management;
- vi. Assisting in selection of technical consultants, architects, planners, construction supervision consultants, transaction advisors, consultants for topographic survey, geotechnical studies, feasibility studies and various other consultants, by drafting and legal vetting of EOIs, RFQs, RFPs, contracts, agreements and by assisting in bid process management,
- vii. Assisting in contract management, drafting legal notices to various parties, provide legal opinion in various project related events / cases, legal vetting of RFPs, contracts, Letter of awards, work orders etc.
- viii. Providing assistance in Manpower Recruitment Process management for different profiles.
- ix. Review financial analysis, demand assessment, RFP, contracts submitted by other consultants
- x. Monitoring of progress of various technical consultants appointed by DOT
- xi. Periodic monitoring of outsourced activities
- xii. Evaluation of outsourced activities for effective decision making and any other consultancy jobs to be performed on behalf of the Department.

- xiii. To identify the schemes for availing grants for projects in Jharkhand and prepare assist DOT in all documentations for applying for such grants
- xiv. To assist DOT in discussion with multilateral and bilateral funding agencies and in applicable documentation and also in making presentations
- xv. To attend meetings and visit other cities to attend meeting, workshop etc.
- xvi. To do other activities necessary to achieve objectives, which are not specifically barred under this RFP.

## 2. Consultant Team Requirements

Team to be placed in Ranchi during the Tenure of agreement: The PMU will provide the services of a team of experts and assisting staff with skills and experience commensurate with the task requirements. All team members shall operate from the DOT approved location in Ranchi. The minimum qualifications of Key Personnel to be stationed at Ranchi shall be as given in the table below:

### Key Positions and Qualifications of Team to be placed in Ranchi during the Tenure of agreement

S. No.	Position	Minimum Qualification	Minimum Total Years of Experience in consulting / advisory	Minimum project experience
1	Team Leader cum Senior Expert – 1 no.	<b>Post-Graduation:</b> Business Management	6 years	Experience in infrastructure consulting, government advisory, PPP projects, tourism sector projects
2	Procurement Expert – 1 no.	<b>Post-Graduation:</b> Business Management	3 years	Drafting of RFP, RFQ, EOI, evaluation of bids, writing evaluation reports
3	Finance Expert – 1 no.	<b>Post-Graduation:</b> Business Management (Finance) / CA / Commerce	3 years	Budgeting, estimation, cost evaluation, cash flow statements etc.
4	Office Assistant – 1 no.	<b>Graduation:</b> Any discipline	5 years	Should be proficient in MS Office



## **Job Descriptions for the Personnel to be deployed at DOT**

### **1. Job Description for the Team Leader**

Job responsibility shall include the following:

- i. Conceptualize projects
- ii. To appraise DOT with the recommend project structure, funding plan, business model after considering the financial analysis, done by the Finance Expert
- iii. To write / review the RFP, contracts to check the scope of work / services,
- iv. To write / review the RFP, contracts to check the scope of work / services, conditions precedent, obligation of consultant / contractor and those of DOT
- v. Assist DOT in making presentation in different forums
- vi. Assist DOT in various negotiations
- vii. Identify the schemes of Government of India and multi-lateral agencies for Jharkhand for funding projects
- viii. Prepare monthly activity schedule and plans
- ix. To review the performance of the consultants, architects, planners etc.

### **2. Job Description for the Procurement Expert**

Job responsibility shall include the following:

- i. Assist in empanelment of consultants, architects, planners
- ii. To write RFPs for procurement of consultants, architects, planners
- iii. To write contract document
- iv. To assist in all procurement related documentation
- v. To assist DOT in evaluation of EoIs, RFQs, technical and financial proposals
- vi. To write evaluation reports
- vii. To review EOIs, RFQs, RFPs, evaluation reports prepared and submitted by other consultants
- viii. Any other activity assigned by the Team Leader

### **3. Job Description for the Finance Expert**

Job responsibility shall include the following:

- i. To assist in budgeting, analysis, estimation, cost evaluation, expenditure planning, preparing cash flow statements etc.
- ii. To review the out financial analysis for different scenario / project structures and recommend the appropriate structure
- iii. Assist DOT in any other financial analysis and procurement documentation
- iv. Any other activity assigned by the Team Leader

### **4. Job Description for the Office Assistant**

Job responsibility shall include the following to provide support to the personnel deployed under the PMU:

- i. Do the data entry work
- ii. Carry out works like scanning documents, managing emails, do the job of typing
- iii. Managing the files and documents
- iv. Any other work necessary to provide support to the PMU
- v. Any other activity assigned by the Team Leader

#### 5. General Obligations of the PMU

- (i) The personnel shall perform the services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and method.
- (ii) The personnel shall always act, in respect of any matter relating to the Contract or to be Services, as faithful advises to the DOT, and shall at all times support and safeguard the DOT's legitimate interests in any dealings with Sub-Consultants or third parties.
- (iii) The personnel shall hold the DOT's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interest.
- (iv) The personnel shall individually be responsible for up-keeping the files, records, documents etc. for projects they are working with
- (v) The PMU personnel shall not be involved in any manner in the following activities, where the firm that has formed the PMU applies or submits proposal in response to any RFP/EoI/RFQ published by the Department of Tourism:
  - i. Drafting of RFP/EoI/RFQ
  - ii. Drafting of scope of services
  - iii. Drafting of eligibility and evaluation conditions/ parameters
  - iv. Evaluation of proposals / EoIs / RFQs received

#### 6. List of activities not under the scope of service of PMU, which will be delivered by back office of the firm deploying the PMU

- i. Preparation of DPR for which it will be paid in the following manner

Sl. No	Estimated Project Cost	Professional fees (as percentage of Estimated Project Cost plus applicable service tax)
1	Less Than Rs 25 crores	3%
2	Rs 25 crores to Upto Rs 50 crores	2.5%
3	More than Rs 50 crores to upto Rs 100 crores	2%

4	More than Rs 100 crores	1.75%
---	-------------------------	-------

The DPR shall be prepared within the period / duration as may be instructed by the Department of Tourism

The above fee shall be paid as per the following deliverables:

S. No.	Description	% of total fee payable for a specific assignment
1	On award of assignment	20%
2	On submission of Draft DPR	30%
3	On submission of Final DPR incorporating comments received	30%
4	On approval of Final DPR	20%

ii. Revision of DPR for which it will be paid in the following manner

Sl. No	Estimated Project Cost	Professional fees (as percentage of Estimated Project Cost plus applicable service tax)
1	Less Than Rs 25 crores	2.5%
2	Rs 25 crores to Upto Rs 50 crores	2 %
3	More than Rs 50 crores to upto Rs 100 crores	1.5 %
4	More than Rs 100 crores	1.25%

The DPR shall be prepared within the period / duration as may be instructed by the Department of Tourism

The above fee shall be paid as per the following deliverables:

S. No.	Description	% of total fee payable for a specific assignment
1	On award of assignment	20%
2	On submission of Draft DPR	30%
3	On submission of Final DPR incorporating comments received	30%
4	On approval of Final DPR	20%

iii. PPP Transaction Advisory Services for which it will be paid in the following manner

SI No	Estimated Project Cost	Professional fees (as percentage of Estimated Project Cost plus applicable service tax)	Success Fee (as percentage of Estimated Project Cost plus applicable service tax)
<b>For PPP Projects</b>			
1	Less Than Rs 25 crores	1.5% (to a maximum of Rs 25 lacs)	1.5% (to a maximum of Rs 25 lacs)
2	Rs 25 crores to Upto Rs 50 crores	0.75% (to a maximum of Rs 35 lacs)	0.75% (to a maximum of Rs 35 lacs)
3	More than Rs 50 crores to upto Rs 100 crores	0.50% (to a maximum of Rs 45 lacs)	0.50% (to a maximum of Rs 45 lacs)
4	More than Rs 100 crores	0.33% (to a maximum of Rs 55 lacs)	0.33% (to a maximum of Rs 55 lacs)

The PPP Transaction Advisory services shall be provided within the period / duration as may be instructed by the Department of Tourism

The above fee shall be paid as per the following deliverables:

S. No.	Description	% of total fee payable for a specific assignment
1	On award of assignment	20%
2	On submission of Feasibility Report with recommended project structure	30%
3	On submission of bid documents	30%
4	On submission of bid evaluation report	20%

iv. EPC projects where DPR is prepared by Government for which it will be paid in the following manner

SI No	Estimated Project Cost	Professional fees (as percentage of Estimated Project Cost plus applicable service tax)
1	Less Than Rs 25 crores	0.5% (to a maximum of Rs 10 lacs)
2	Rs 25 crores to Upto Rs 50 crores	0.33% (to a maximum of Rs 15 lacs)
3	More than Rs 50 crores to upto Rs 100 crores	0.25% (to a maximum of Rs 20 lacs)

4	More than Rs 100 crores	0.30% (to a maximum of Rs 30 lacs)
---	-------------------------	------------------------------------

The services shall be provided within the period / duration as may be instructed by the Department of Tourism

The above fee shall be paid as per the following deliverables:

S. No.	Description	% of total fee payable for a specific assignment
1	On award of assignment	30%
3	On submission of bid documents	40%
4	On submission of bid evaluation report	30%

**Note:**

- i. The back office team shall work on the above assignments, while the personnel deployed under the PMU shall only do the work of co-ordination, wherever required
- ii. Transaction Advisory services for PPP to include Feasibility Study, project Structuring, Bid documentation and Bid Process Management upto signing of agreement with private Player
- iii. Bid Process Management for EPC projects where DPR has already been prepared by Department of Tourism, GoJ to include bid process management upto signing of agreement with selected contractor.
- iv. The above fee shall be exclusive of Service Tax
- v. The above fee shall be inclusive of cost of personnel, cost of travel, communication, out of pocket expenses, printing etc., as may be applicable

**7. List of activities excluded from the scope of service of the personnel deployed under the PMU**

The following activities shall not be within the scope of PMU:

- i. PPP Transaction advisory services
- ii. Techno-economic feasibility studies
- iii. Drafting of RFP, RFQ etc. for selection of concessionaire, lessee, licensee, developer, operator etc under PPP framework
- iv. Topographic and Geotechnical survey and studies
- v. Traffic survey and studies
- vi. Biometric survey
- vii. Door to door survey, primary data collection for different survey, studies etc.
- viii. Technical studies, preparation and revision of Details Project Reports (DPR)

- ix. Preparation and revision of BOQ, cost estimation, technical specifications and technical schedules of tender documents
- x. Preparation and revision of tender drawings, general arrangement drawings, good for construction drawings or any other engineering drawing
- xi. Preparation and revision of engineering designs
- xii. Preparation and revision of feasibility study, market demand assessment study, prepared / to be prepared based on primary data
- xiii. Preparation or master plan, architecture plan, or any other work related to architecture planning and urban planning
- xiv. Construction supervision and quality assurance
- xv. Any other activity that is not within the competency of the Consultant
- xvi. The above activities shall be out of scope of the PMU, however the firm that have deployed the PMU shall not deny and shall carry out the same within a reasonable time, for which it will be paid at mutually agreed fees, where the rates are not specifically mentioned in this RFP.
- xvii. The PMU shall not be involved in the preparation of the bid documents, scope etc. neither it shall be involved evaluation of bids in any manner in such cases where the firm that have deployed the PMU intends to submit bid.

**Appendix J**

**Draft Consultancy Agreement**

THIS AGREEMENT ("Consultancy Agreement") is made on the \_\_\_\_ this day of \_\_\_\_\_ 2015 at Ranchi.

**BETWEEN**

Department of Tourism, Government of Jharkhand (hereinafter referred to as "DOT" or the "First Party" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part

**AND**

----- firm having its registered office at ----- (hereinafter referred to as the "Consultant" or the "Second Party") which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and permitted assigns) of the Other Part

DOT and the Consultant are collectively referred to as 'Parties' and individually as "Party".

**WHEREAS**

- A. Department of Tourism (DOT), Government of Jharkhand (GoJ) (The Authority) intended to select and appoint a Project Support Consultant (PMU) through this RFP for providing services as described more particularly in scope of services as part of this RFP.
- B. In response to the request for proposal, proposals were received and after evaluating the same, the Proposal submitted by the Consultant has been accepted and Letter of Acceptance No. ----- dated ----- was issued.
- C. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (**As in Appendix I**, hereinafter referred to as "the Services") and to perform, fulfill, comply with and observe all and singular provisions, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.

- D. In consideration thereof, DOT will pay to the Consultant fee (hereinafter referred to as “the Fee” **As in Appendix H**) and will perform, fulfill, comply with and observe all singular provisions, conditions and requirements to the Agreement.
- E. DOT hereby appoints M/s. ----- as the Consultant on the conditions as laid down in the agreement and in the following annexure appended hereto and forming an integral part of this Agreement and the Consultant accepts the appointment :-

<b>Appendix F1</b>	Qualifications and competence of the key professional staff
<b>Appendix H</b>	Fees offered by the consultant and accepted by DOT
<b>Appendix I</b>	Roles, Responsibilities and Broad Scope of Work of Project Support Consultant (PMU) and Minimum Qualification and Experience of Expert and Office Assistants
<b>Appendix K</b>	General Conditions of Contract

**NOW THIS AGREEMENT WITNESSES** that the parties hereto have caused this contract to be signed in their respective names as on the day and year first above mentioned,

**SIGNED, SEALED AND DELIVERED ON THIS DAY AND YEAR FIRST HEREIN ABOVE MENTIONED**

**The Director of Tourism, Ranchi Jharkhand - First Party**

By the hands of its authorized signatory

-----  
Authorized Signatory of First Party

Name:  
Designation:  
Address:

-----  
Authorised Signatory of Second Party

Name :  
Designation:  
Address:

In the presence of:



1. \_\_\_\_\_,

2. \_\_\_\_\_

Name :

Name :

Address:

Address:

**GENERAL CONDITIONS OF CONTRACT**

**1. RELATIONSHIP BETWEEN THE PARTIES**

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between DOT and the Consultant (PMU). The PMU, subject to this Agreement, should have complete charge of personnel performing the Services and the Consultant shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties.

**2. DURATION OF THE AGREEMENT**

The duration of the project support consultancy agreement shall be Four Years initially which may be extended for a further period of Three Years. The monthly fee shall be incremented by 10 (Ten) percent of fees after each year of completion of services, on previous year's fees, provided that the services are continued after satisfactory performance.

**3. MODE OF PAYMENT**

3.1. By 15<sup>th</sup> day of each month the PMU shall raise invoice for the monthly fee for the previous month, along with the list of works done in the previous month, list of issues / critical activities, if any and attendance sheet of all personnel showing days of absence, duly certified by the Project Manager. The fees as approved under the RFP shall be paid within 15 days from the date of receipt of the invoice, complete in all respect. However, the first monthly fees shall be paid one month after the actual deployment of the staff at Ranchi. The fees shall be inclusive of all expenses of the personnel deployed and overheads & miscellaneous expenses and profit. It shall also be inclusive of all taxes, surcharges out pocket expenses which may be incurred by the consultant towards travel, documentation and communication except the Service tax and Cess, which will be paid separately, as agreed here under.

3.2. The expenses on account of travel, as per instruction of The Director, DOT to the PMU team members, the cost of travel, local conveyance, lodging in the host city and out of pocket expenses shall be paid by DOT, provided that the travel is made with the prior written approval of The Director, DOT or when the travel has been made as per the written instruction of DOT. The eligibility for the travel for the deployed personnel would be economy class airfare or AC 2-Tier for travel, on actual and the eligibility for lodging and boarding shall be business hotel accommodation, and commuting

expenses as admissible to Class I Officer of the State Government. DOT would provide in advance suitable amounts to the staff to undertake the travel, and settle the advances on submission of bills by the PMU personnel.

- 3.3. DOT may request visit of any other official of the Consultant's organization of the PMU for any expert advice and discussion. For such instances, cost of travel from the location of such official to Ranchi, cost of local conveyance in Ranchi, cost of food, accommodation and out of pocket expenses shall be paid by DOT, along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be stated by the PMU in its communication, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.
- 3.4. The laptop with required software, data card, internet connection, phone, scanner, photocopier, fax, printer Color and Black and white, printer ink, papers, office stationaries and other consumables shall be provided by the DoT as per the requirement, along with space for the team to operate from the office of the DoT with lights and office furniture like chairs, tables etc. at its cost.
- 3.5. The Service Tax, Cess, Surcharge levied on such services shall be payable extra by DOT at the then prevailing rate on every payment made to the PMU against invoice, including those for paying the travel cost of any personnel of the Consultant's organization.
- 3.6. Income tax as applicable shall be deducted at source from every payment, as per applicable laws.

#### 4. **PERFORMANCE SECURITY**

An amount of Five percent shall be deducted from each payment made to the PMU during the first year of consultancy and retained as Performance Security which shall be returned without any interest on termination of this agreement, after deducting the dues, penalty, if any. After completion of first year of services, no deduction shall be done on account of performance security but the retained amount shall be refunded only after deducting the dues, penalty, if any

5. DOT shall finalise all reports/documents to be submitted by the Consultant under this Agreement by itself or through an external agency appointed by DOT.

#### 6. **PENALTY FOR DEFAULT**

- 6.1. All personnel deployed under PMU shall be eligible for leaves for a cumulative period of 30 working days in a year or more than 15 working days at one time. The Team Members of the PMU shall obtain written approval of the leave from the Director, DOT or any officer nominated by him

- 6.2. For any reason whatsoever, if any team member remains absent from duty for a cumulative period of more than 30 working days in a year or more than 12 working days at one time, the consultant shall deploy a personnel of equal or higher qualification and experience under intimation to the Director . In the event of the failure of the consultant to do so, deduction in the fees @ 0.1% of the monthly fixed fee per working day for the member remaining absent shall be made from the payment due.
- 6.3. In the event the requirement of additional personnel DOT shall communicate such requirement to the Consultant in writing. The Consultant shall deploy such personnel with requisite skill set within 60 days from the date of such communication to the satisfaction of the DOT. The fee for such personnel shall be paid on pro-rata basis to be calculated on the existing monthly fixed fee for the PMU.

## **7. TERMINATION OF THE AGREEMENT**

- 7.1. This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the Clause (i), (ii) & (iii) below:
- i. DOT shall have right to review the performance of the PMU and if DOT is not desirous of continuation of the services of the PMU on ground of unsatisfactory performance or breach of any term or condition of the contract it may terminate the agreement by giving notice of 30 days and by providing reasonable opportunity to be heard. If DOT terminates the Agreement as a result of a default of the Consultant, the Consultant shall be liable for the extra costs reasonably incurred by DOT in obtaining completion of that part of the Services which remained incomplete, as on the date of termination.
  - ii. DOT or the PMU may terminate the agreement by giving the termination notice of three months in advance.
  - iii. If DOT terminates the agreement, not as a result of any default by the Consultant, then DOT shall compensate the Consultant for the Services performed till the date of termination but no other claim on any ground shall be allowed.
  - iv. The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

## **8. RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT**

The Consultant shall:

- a. provide the Services as set out in **Appendix I**
- b. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature;
- c. be bound to comply with any written direction of DOT to vary the scope sequence or timing of the Services; and
- d. use all reasonable efforts to inform itself of DOT's requirements for the Deliverables for which purpose the Consultant shall consult DOT throughout the performance of the Services.

9. **CONFIDENTIALITY AND PUBLICITY**

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultants own information only and shall not publish or disclose the details of the output, deliverables / milestones submitted to DOT or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of DOT.

10. **OTHER CONDITIONS**

- 10.1 The Consultant shall deploy the personnel / experts within 30 days from the date of signing of this agreement. The payment of the monthly fee to the consultant shall be done on pro-rata based on the actual deployment of the resources.
- 10.2 In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from DOT.
- 10.3 DOT may request review / comments of any expert of the Consultant's organization on any document prepared by the PMU. The Consultant shall arrange to submit such contribution of such expert within 7 days from the date of receipt of such communication with the necessary documents from DOT. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.
- 10.4 In the event DOT desires the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.
- 10.5 DOT shall provide to the Consultant documents/ information/ reports as may be required by the Consultant to enable it to provide the Services. DOT undertakes and agrees to furnish to the

Consultant from time to time such other documents/ reports/ information in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the DOT.

- 10.6 In the event DOT is not satisfied with performance of any of the personnel deployed, DOT shall write to the Consultant to substitute such personnel within 90 days with personnel, acceptable to DOT with equal or higher qualification and experience.
- 10.7 In the event DOT does not have the requirement of one or more personnel deployed, DOT shall intimate the same to the Consultant in writing. The Consultant shall withdraw such personnel within a period of 90 days from the date of receipt of such intimation. The Monthly Fee shall be paid as per actual deployment.
- 10.8 All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with DOT unless otherwise agreed, between DOT and the Consultant. DOT as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project
- 10.9 Unless otherwise agreed, DOT shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.
- 10.10 The holidays, working hours and the timings for working days shall be in accordance with those prevailing in DOT.
- 10.11 The deployed personnel may have to work on Saturdays, Sundays, holidays and also on extended hours, to support DOT in the event of contingencies and urgency. For workings on such additional hours and on holidays no extra payment shall be made to the Consultant.
- 10.12 The organization of PMU shall also ensure that a nodal officer / project coordinator shall be available for discussions in Ranchi, as and when required. The Applicant firms shall also ensure that the project coordinator shall be available for a day at the first week of every month for discussing the progress made by the team in the previous month, to finalise the list of activities for the current month and subsequent months, to discuss project structures, funding patterns etc. and to discuss any other relevant issues.
- 10.13 No personnel of PMU can be changed / substituted by the Consultant, except in the case of leaving of a PMU personnel by resignation. In such case such personnel will be required to be substituted by personnel of equal or higher qualification and experience within 90 days from the date of notice of resignation of such personnel. Monthly fee shall be paid as per actual payment.

11. **COMPLIANCE WITH LAWS**

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

12. **GOVERNING LAW AND JURISDICTION**

This Agreement shall be governed by the laws of India. The Courts at Raipur shall have jurisdiction over all matters arising out of or relation to this Agreement.

13. **DISPUTE RESOLUTION**

13.1 **Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

13.2 **Arbitration**

a **Procedure**

Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration of Secretary, Housing and Environment Department, Government of Jharkhand, whose decision shall be final and binding on both the Parties. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

b **Place of Arbitration**

The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

c **English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

d **Enforcement of Award**

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

**e Performance during Dispute Resolution**

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award

**14. SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**15. WAIVER**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- i shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement;
- ii shall not be effective unless it is in writing and executed by a duly authorised representative of such Party; and
- iii shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

**16. MODIFICATION**

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

**17. NOTICES**

Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile



transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinabove.

18. **TRANSFER OR ASSIGNMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

19. **VARIATIONS**

DOT may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

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**Schedule 1: Scope of service of the PMU**

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*To be appended before signing of the Agreement*

Reference invited to Appendix J to the RFP

**Schedule 2: Financial Proposal of the PMU**

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*To be appended before signing of the Agreement*

**Schedule 3: Name of the Key personnel of the PMU to be deployed at office of DOT**

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**Name of the Project Manager:** *To be appended before signing of the Agreement*

**Name and designation and key personnel of the PMU to be deployed at office of DOT:** *To be appended*

**Schedule 4: Letter of Award issued**

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*To be appended before signing of the agreement*

**Schedule 5: Final version of the RFP document**

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*To be appended before signing of the Agreement*