



झारखण्ड सरकार

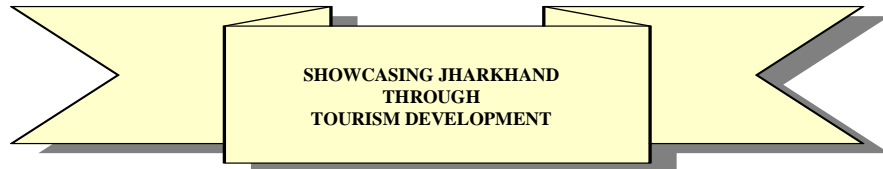


**GOVERNMENT OF JHARKHAND**  
**DEPARTMENT OF TOURISM, ART CULTURE, SPORTS AND YOUTH AFFAIRS**  
**(TOURISM)**

**NOTICE FOR INVITING EXPRESSION OF INTEREST FOR ESTABLISHING OF PROGRAMME MANAGEMENT UNIT  
(PMU) UNDER DEPARTMENT TOURISM, ART CULTURE, SPORTS AND YOUTH AFFAIRS (TOURISM)**

Tender notice no – 1079/2015

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## **DISCLAIMER**

The information contained in this Request for Proposals document ("RFP") or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the 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 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 may be on a wide 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 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, 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

Laws of the Republic of India are applicable to this RFP

## SECTION - 1: INTRODUCTION

### **1.1 BACKGROUND**

- 1.1.1 Jharkhand (Jhar+ Khand) stands for “**Land of Forest**”, cultural name given to forest highland of Chotanagpur plateau. The land is eastern corner of “Vindhya” mountain series and has distinct cultural, mineral, natural, tribal, geographical resources amongst other states in India. This state also envelops significant social and political history on its lap. Jharkhand is among the few destinations, which offer a perfect holiday option. Apart from natural allure, tourist can enjoy a wide range of pursuits. Chhotanagpur, is a name that springs up before the mind eye as a highland diffused with rolling hills, clad in luxuriant forest, crisscrossed by numerous narrow, limpid hill streams. The glorious plateau is riddled with celestial springs bubbling with mineral water. Jharkhand has many facets to entice tourists and all those who are lovers of natural beauty. As indicated above, its evergreen forests, wild life, lakes, waterfalls, scenic beauty, health and holiday resort and soothing climate are an additional bonanza for tourists.
- 1.1.2 Tourism Department, Government of Jharkhand (the “Authority”) is the nodal department for the development of tourism in the State of Jharkhand..
- 1.1.3 Despite a strong cultural and religious heritage, varied natural attractions currently plays a comparatively small role in the World Tourism scene. In order to achieve its objectives to promote Sustainable Tourism with a view to create employment opportunities and to bring about socio-economic benefits to the community and to preserve, enrich and promote Jharkhand’s unique cultural heritage, natural resources and environment with a view to achieve sustainable development; addressing the regulatory & tourism promotion/ development functions in PPP mode at all levels, in an effective & well-coordinated manner. Department of Tourism, Government of Jharkhand (Authority) has decided to engage a Programme Management Unit (PMU) to provide project management, policy support, support in central Government implementation, coordination and monitoring support etc
- 1.1.4 In pursuance of the above, the Authority has decided to carry out the process for selection of a PMU through an open and competitive bidding process.
- 1.1.5 Scope of Work: The selected applicant (PMU) shall provide dedicated Key Personnel at least five and work directly under the Department or Tourism, Government of Jharkhand and shall be responsible for the following services:
- a) Review of Tourism Policy of Government of Jharkhand.
    - I. The PMU shall within one month of their appointment shall review the Tourism Policy of the State and suggest steps/ changes to be taken up in the policy to develop tourism in the state on fast mode, keeping in view the best practices followed elsewhere.
    - II. The PMU shall suggest further Rules, Acts, Policies, Guidelines, Institutional Mechanism to facilitate tourists, attract private investment, and operational mechanism and protect tourist destinations to supplement “Jharkhand Tourism Policy” more effectively.
  - b) Comprehensive mapping of Tourism Destination in the State and Infrastructure Gap Assessment: The PMU shall within 3 months (preferably during the peak season/time) of their appointment shall undertake the following activities:
    - I. Visit all the major tourism destination of the state and collect primary data on average number of tourists visiting each of the destination, profile of tourists, origin-
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destination of the tourists, their major concern viz accommodation, food, transport, guide, cleanliness, information centre, road map etc.

- II. Assess availability & quality of existing infrastructure vis-à-vis tourist inflow
- III. Identification of gaps in infrastructure

c) Preparation of Tourism Master Plan for Development of Tourism in the State: The PMU shall within 6 months of its appointment prepare a comprehensive road map for the development of Tourism in the State. Towards the same, the PMU shall identify themes for tourism development, identification of tourism circuits to be developed in the state, identification of projects to be undertaken in each circuits/ destination, identification of the bottlenecks, including land related issues, of the tourism industry and suggest measures, suggest fiscal and other incentives for tourism development, suggest mechanism for fixing of land pricing for tourism development, capacity building measures, organization and institutional frameworks to manage the entire activity, capacity development measures, marketing aspects and assessment of increase in tourist traffic at the tourist destinations to be suggested for development in the Master Plan. Basically the master plan should suggest ways & means to make Jharkhand as the most sought after tourism destination in the country over a period of next 20 years.

**d) Marketing & Road Shows:**

- I. Formulation of marketing strategy for development of tourism in the state.

e) PMU will assist the Department in awareness programs/ roadshows across the country to attract potential investors in the tourism sector in the state. **Other Activities** PMU will assist the Authority in effective Project Management by preparing standard project monitoring charts for physical and financial progress of projects

- I. PMU will compile and analyse the financial and commercial data relating to the various Projects under execution and appraise the Authority of any delays/ issues in implementation. Create a dashboard that will highlight the status of all projects- new and under execution for review of the Authority
- II. PMU will appraise the Authority and monitor efficient and time bound utilization of funds disbursed under State or any other Centre Government scheme To prepare reports on progress of Ministry of Tourism schemes in State covering utilization certificates, quarterly progress reports.
- III. Prepare execution strategy for implementation of projects identified as part of Tourism circuits, Rural Tourism Clusters and other schemes supported by Central and State.
- IV. PMU will organize workshop for regular interaction with the market or conduct of formal market sounding, to suggest the best project monitoring methods.
- V. PMU shall also be responsible for carrying out the bidding process for selection of various consultants, advertising agencies, etc
- VI. PMC shall prepare the bid document and also shall assist in the process management for the selection of TAs, TCs, Architects, legal firms, facility management, event management. agency for branding & promotions, markets agencies and shall also monitor them.

**f) Development of new projects and assistance in implementation of existing projects**

- I. The PMU shall be responsible for development of new projects (either as identified by it and approved by the Authority (Department) or as suggested by the Authority from time to time).

- II. Towards development of new projects, the role of the PMU shall be to carry out:
  - a) Feasibility Analysis (Technical & Financial)  
Identification of risks involved in the project & mitigation measures  
Project structuring: whether to develop the project on Government Funding or PPP mode or Operation, Maintenance and Management mode or a combination of any two or all.
- III. In case of Government Funding project, preparation of detailed project report including cost estimates.
- IV. Preparation of an executable Action Plan which includes plan for the entire project development cycles and also a plan for operation & maintenance of the project in a viable manner.
- V. To carry out the bid process management including preparation of bidding documents to select the implementation companies/ firms.
- VI. PMU shall assist the Authority in implementation of the projects including liaison and co- ordination with other concerned departments in relation to the identified projects and advising on the various options on commercial and capital structuring, especially with reference to local Applicable Laws.
- VII. If so desire by the Authority, to carry out the Construction Supervision (Project Management Consultancy) of the project under implementation.
- VIII. Project review, monitoring & contract management. Assist in selection of PMC for quality and site supervision (Bid documentation process)

**g) Development of Projects under IPR (Industrial Policy), State Tourism Policy and other schemes**

- I. PMU will facilitate in appraisal of all proposals received under the Industrial Policy resolution and/ or State Tourism Policy or any other policy/ scheme related to promoting development of tourism in the State.
- II. PMU will support Authority in creating specific schemes within the frame work of IPR and Tourism Policy for identified eligible units.
- III. PMU will assist Authority in implementation of various projects approved by Ministry of Tourism, Government of India for the state including preparation of Detailed Project Reports as per the guidelines by Ministry of Tourism.
- IV. PMU will identify various sources of funds for projects from Ministry of Tourism and other schemes of Government of India and Jharkhand.
- V. PMU shall facilitate in getting all necessary approvals from Ministry of Tourism and provide support in necessary documentation for obtaining assistance under various schemes like scheme for assistance for large revenue generating projects, scheme for organizing fair & festival and tourism related events, scheme for rural tourism, Centrally Government Viability Gap Funding scheme for Public Private Partnership projects or any other scheme wherein support for Department or any specific project can be obtained.
- VI. Assist Authority in Bid Process Management including preparation of Bidding Document for projects under IPR/ State Tourism Policy/ Projects approved by Ministry of Tourism, Government of India.
- VII. PMU shall assist the Authority in implementation of the projects including liaison and co- ordination with other concerned departments in relation to the identified projects and advising on the various options on commercial and capital structuring, especially with reference to local Applicable Laws.

- 1.1.6 The draft Consultancy/ Contract Agreement (hereinafter referred to as the “Draft Agreement”) to be entered into between the Authority and the Selected Bidder/ Applicant is enclosed as Volume 2 of this RFP. The Draft Agreement sets forth the detailed terms and conditions for grant of consultancy contract to the selected Bidder/ Applicant, including the scope of the selected bidder’s services and obligations.
- 1.1.7 The Bidder shall be required to quote in its financial bid, monthly retainership fee, (“**Professional Fee**”) payable to the Selected Bidder by the Authority for each month till the contract period. Apart from the monthly Professional Fee, the PMU shall also be eligible for other fees for various activities in line with the fixed formula as set out in clause .. of the Draft Agreement.
- 1.1.8 Selection of successful bidder shall be on the basis of evaluation methodology described in section 3 of this RFP..
- 1.1.9 The statements and explanations contained in this RFP are intended to provide a proper understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or in any manner the scope of services and obligations of the Selected Bidder set forth in the Draft Agreement or the Authority’s rights to amend, alter, change, supplement or clarify the scope of work, the Contract to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

## 1.2 **Brief description of the Bidding Process**

- 1.2.1 The Authority invites sealed Technical Bid and Price Bids/ Financial Bids from interested bidders for selection as PMU for development of Tourism in Jharkhand.. 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, 3.3, 3.4 & 3.5. In the second stage, a financial evaluation will be carried out as specified in Clause 3.6. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.7. The first ranked applicant shall be selected for negotiation while the second ranked applicant will be kept in reserve.
- 1.2.2 This RFP document contains information about the Project, Bidding Process, Bid submission, Qualification and Financial Proposal requirements.
- 1.2.3 The Bid shall be valid for a period of not less than 120 days from the Bid Due Date.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a bid security equivalent to an amount of Rs 1,00,000/- (Rupees One Lakh) in the form and manner as described in Clause .... of Instruction to Bidder (ITB). The Bid Security shall be refundable to unsuccessful bidders not later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Preferred Bidder whose Bid Security shall be retained till the signing of the Agreement. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 The selection process is elaborated in of this ITB.
- 1.2.6 Any award of Contracty pursuant to the Bidding Process shall be subject to the terms and conditions of Bidding Documents.
- 1.2.7 Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officers designated in Clause 2.10.3. The envelopes/ communication shall clearly bear the following identification/ title:

**“Queries/Request for Additional Information: RFP for “.....  
 .....”**

1.2.8 At any point in time prior to the signing of the agreement with the selected bidder the Authority can cancel the bidding process without giving any reason whatsoever.

**1.3 Schedule of Bidding Process**

The Authority shall endeavor to adhere to the following bidding schedule:

<b>SI No</b>	<b>Event Description</b>	<b>Date</b>
1	Issue of Bid Documents	
2	Last date for receiving queries	
3	Pre Bid Meeting	
4	JTDC’s response to queries latest by	
5	Bid Due Date	
6	Opening of Technical Bids	
7	Opening of Financial Bid	
8	Issuance of Lol	
9	Signing of Agreement	

**SECTION 2. INSTRUCTIONS TO BIDDERS (ITB)**

**A. GENERAL**

**2.1 General Terms of Bidding**

- 2.1.1 No Bidder/ Applicant or its Associate shall submit more than one Application for the Consultancy. An Applicant applying individually or as an Associate shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.
- 2.1.2 Notwithstanding anything to the contrary contained in this RFP, the detailed terms of the draft Agreement shall have overriding effect and shall prevail over the terms of this Instructions to Bidders, to the extent of any repugnancy between them; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the draft Agreement.
- 2.1.3 The Financial Bid shall be furnished in the format at Appendix IX. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.
- 2.1.4 The Bidder shall deposit a Bid Security in accordance with the provisions of this RFP. The Bidder shall provide the Bid Security as per the form specified in clause 2.13 of this RFP.
- 2.1.5 The Bidder shall submit a copy of the RFP document, along with any amendments, duly stamped and signed by its authorized signatory and shall enclose the same with the Technical Bid. The Bidder shall submit a notarized Power of Attorney as per the format at Appendix VI, authorizing the signatory of the Bid to commit the Bidder.

- 2.1.6 Any entity which has been barred from participating in any project by the [Central/ State Government, or any entity controlled by it, and the bar subsists as on the date of bidding, it would not be eligible to submit a Bid. A Bidder including any Associate should, in the last 3 (three) years, have neither failed to perform under any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, or Associate thereof, as the case may be, nor expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, or Associate thereof.
- 2.1.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.9 The Bidding Documents including this RFP and all attached documents are and shall remain the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.9 shall also apply *mutatis mutandis* to Bids and all other documents submitted by the Bidders, and the Authority will not return to Bidders any Bid or any information provided along therewith.
- 2.1.10 **Conflict of Interest**
- A) 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 Performance Security, if available, 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;
- B) 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
- C) Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
- (i) the Bidder, its Associate (or any constituent thereof) and any other Bidder, or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, or Associate, as the case may be) in the other Bidder, or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 1956 (as re-



enacted/amended/modified from time to time). For the purposes of this Clause 2.1.11 indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "**Subject Person**") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

- (ii) a constituent of such Bidder is also a constituent of another Bidder; or
- (iii) such Bidder or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, or any Associate thereof; or
- (iv) such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- (v) such Bidder or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third parties, that puts them in a position to have access to each others' information about, or to influence the Bid of either or each of the other Bidder; or
- (vi) such Bidder has participated as a consultant to Authority in the preparation of any documents, design or technical specifications of the Project.
- (vii) there is a conflict among this and other consulting assignments of the Applicant (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Applicant or having common controlling shareholders. The duties of the Consultant will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Consultant shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- (viii) a firm which has been engaged by the Authority to provide goods or works or services for a project, and its Associates, will be disqualified from providing consulting services for the same project save and except as provided in Sub Clause D of 2.1.10; conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (ix) the Applicant, its Member or Associate (or any constituent thereof), and the bidder or Concessionaire, if any, for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Applicant, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Applicant, Member or Associate, as the case

may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of Sub-clause (a) above.

For purposes of this RFP, Associate means, in relation to the Applicant, a person who controls, is controlled by, or is under the common control with such Applicant, or is deemed or published as an "Associate Office"; or has a formal arrangement such as tie up for client referral or technology sharing, joint venture with the Applicant (the "Associate"); provided, however, that if the Applicant has any formal arrangement such as consortium membership in a consortium of advisers/ consultants for a particular assignment/ project, not being this project, with any other person, then such other person shall not be treated to be an Associate of the Applicant solely due to the reason of forming such consortium. As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

- D) An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Authority in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate thereof. For the avoidance of doubt, in the event that: (a) the Financial Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Financial Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.
- E) In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Authority as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ/ RFP (as the case may be) applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Authority shall, upon being notified by the Consultant under this Clause E, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days

2.1.12 This RFP is non- transferable.

2.1.13 Any award of contract pursuant to this RFP shall be subject to the terms of Bidding Documents.

## 2.2 Key Personnel

The Consultant's team (the "**Consultancy Team**") shall consist of the following key personnel (the "**Key Personnel**") who shall discharge their respective responsibilities as specified below:

SI No	Key Personnel	Responsibilities
1	Tourism Expert cum Team Leader	Should be an Planner/Engineer/Architect with MBA/ PGDM (Travel & Tourism Management) with minimum ten years of post-qualification experience having experience in at least three tourism related assignments (areas of private sector development, transaction support, implementation support for central/state schemes, project management and monitoring, project evaluation/appraisal and investment facilitation/mobilization) as a Project Incharge, preferably with international exposure. He should also have the experience of creating strategy/ action plan for sector development for tourism authorities, policy advisory in the tourism sector, transaction of tourism projects, financial feasibility etc. He will lead, co-ordinate and supervise the Consultancy Team for delivering the Consultancy in a timely manner. He shall not delegate his responsibilities except with the prior written approval of the Authority.
2	Transaction Expert (PPP Expert)	Should have MBA/ PGDM (Finance) with minimum six years of experience having experience in at least five transaction support and should be conversant with various schemes, bid process management writing of RFPs & contracts and would be responsible for handling all procurement and leasing activities. Should have successfully close at least 5 projects of transaction advisory, out of which minimum 3 shall be for PPP.
3	Architect Cum Planner	Minimum 5 years of experience in urban planning. Should have experience of working of tourism assignments and have worked on minimum of 3 tourism infrastructure development projects.
4	Civil Engineer	Minimum eight years of professional experience and should have successfully executed at least ten Infrastructure projects project cost not below Rs. 10.00crore each. Also should have handled BOQ Prep, estimation and costing.

5	Support Staff	Graduate with 3-5 years experience proficient with MS Office.
6	Back Office Experts	(i) Legal Expert (ii) Policy Expert (iii) Contract Management Expert

### 2.3 Eligibility of Bidders

- (a) A Bidder/ Applicant shall be a limited liability company within the meaning of the [Indian] Companies Act 2013, as modified, re-enacted from time to time.
- (b) In this regard, it is hereby clarified that a group of entities [i.e a consortium] shall not be allowed to submit its bid for any of the Project, and in the event of breach of such prohibition the same shall not be considered for the purposes hereof.
- (c) The Bidder shall not have a Conflict of Interest that affects the Bidding Process. Any Bidder found to have a Conflict of Interest is liable to be disqualified at any stage.
- (d) To be eligible for qualification, the Bidder shall fulfill the following conditions of eligibility:

SI No	Applicant Eligibility
1	Should be a reputed consulting applicant with a track record of providing consulting/ advisory serviced for more than ten years. The Unit should submit a copy of the the certificate of incorporation to that effect.
2	Should have an average annual turnover of Rs.30.00 Crore from consulting/ Advisory during each of the last three years. The audited copy of the financial statements should be submitted
3	Turnover from Government/Corporate Consulting Services: The bidder should have a minimum annual turnover of INR 10 Crore from Government/Corporate Consulting Services in India in each of the last three Financial years.
4	Should have undertaken minimum two advisory assignments related to State/ Central Government/ Corporate programs in the country in the last three years with fee of at least Rupees 0.50 Crore Documentary evidence in form of signed agreements should be submitted
5	Should have undertaken minimum three project management related assignments of long term nature (more than 6months) for the state / Central Government in the last three years with fee of at least Rupees 1.00 crore. Documentary evidence in form of signed agreement should be submitted.
6	Should have undertaken minimum of three assignments during last three years in Tourism Sector for any union/ state departments/ Govt. undertakings/ PSUs with fee of at least 0.50 crore. or total 1.5 Cr in three years. Documentary evidence in form of signed agreement /

	work order must be submitted
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2.2.1 The Bidder shall enclose with its Bid, certificate(s) from its statutory auditors specifying the **Turnover** of the Bidder. **Turnover** shall mean gross sales or gross revenue, as defined by the Indian Accounting Standards published by the Institute of chartered Accountants of India (ICAI).

2.2.2 **Litigation History:** The Bidder should provide accurate information about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last five years. A history of award(s) against the Bidder will result in rejection of the Bid. Suppression of any information or material in this regard would be construed as a fundamental breach and the Authority reserves its right to take appropriate action including rejection/disqualification of the Bid, forfeiture of Bid Security etc. as may be deemed fit and proper by the Authority at any time without requiring giving any notice to the Bidder in this regard.

2.2.3 Bidders shall provide such evidence of their continued eligibility criteria fulfillment in terms hereof to the Authority as the Authority shall reasonably request.

2.2.4 The following conditions shall be adhered to while submitting the Bid:

- (i) Bidders shall attach clearly marked and referenced continuation sheets in the event the space provided in the prescribed forms in the Appendices is insufficient. Alternatively, Bidders may format the prescribed forms, making due provision for incorporation of the requested information;
- (ii) Information supplied by a Bidder must apply to the Bidder unless not specifically requested, to other associated companies or firms.

**2.4 Bid and other costs**

The Bidders shall be responsible for all costs associated with the preparation of their Bids **and their participation in** the Bid. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

**B. DOCUMENTS**

**2.5 Contents of the RFP**

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7.

Volume I	Instruction to Bidder
<b>SECTION: 1</b>	Introduction
<b>SECTION: 2</b>	Instructions To Bidders
<b>SECTION: 3</b>	Criteria for Evaluation of Bids
<b>SECTION: 4</b>	Fraud And Corrupt Practices
<b>SECTION: 5</b>	Pre-Bid Conference
<b>SECTION: 6</b>	Miscellaneous
<b>Appendices</b>	
<b>Appendix I</b>	Letter Comprising the Bid
<b>Appendix II</b>	Checklist

<b>Appendix III</b>	Details of Bidder
<b>Appendix IV</b>	Technical Capacity of Bidder
<b>Appendix V</b>	Financial Capacity of the Bidder
<b>Appendix VI</b>	Statement of Legal Capacity
<b>Appendix VII</b>	Power of Attorney for signing of Bid
<b>Appendix VIII</b>	Litigation History
<b>Appendix IX</b>	Format for Bid Security
<b>Appendix X</b>	Format for Financial Bid
<b>Volume II</b>	<b>Draft Contract Agreement</b>

**2.6 Clarifications**

2.6.1

Bidders requiring any clarification on the RFP

may notify AUTHORITY in writing or by fax or e-mail in accordance with Clause 1.2.7. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. AUTHORITY shall endeavor to respond to the queries within the period specified therein, but no later than 5 (five) days prior to the Bid Due Date. The responses will be sent by courier post and/ or fax and/ or e-mail. AUTHORITY will forward all the queries and its responses thereto, to all purchasers of the RFP without identifying the source of queries. Alternatively AUTHORITY may post responses to all the queries received on its website at site <http://AUTHORITY.org> in the relevant section

- 2.6.2 AUTHORITY shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, AUTHORITY reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring AUTHORITY to respond to any question or to provide any clarification. AUTHORITY shall not take any responsibility for postal or any other delay in response.
- 2.6.3 AUTHORITY may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by AUTHORITY shall be deemed to be part of the RFP. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on AUTHORITY.

**2.7 Amendment of RFP**

- 2.7.1 At any time prior to the deadline for submission of RFP, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.7.2 Any Addendum thus issued will be sent in writing to all those who have purchased the RFP.
- 2.7.3 In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, Authority may, at its own discretion, extend the Bid Due Date.

**2.8 Right to accept and to reject any or all Bids**

- 2.8.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.
- 2.8.2 The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
  - (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid. Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Bids have been opened and the Preferred Bidder gets disqualified / rejected, then the Authority reserves the right to:
    - (i) Invite the remaining Bidders to submit Bids; or
    - ii) Take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.8.3 In case it is found during the evaluation or at any time before signing of the Contract Agreement or after its execution and during the period of subsistence thereof, including the contract thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Selected Bidder or the Selected Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the PMU either by issue of the Letter of Intent (referred as "LOI") or entering into of the Contract Agreement, and if the Bidder has already been issued the LOI or has entered into the Contract Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder or PMU, as the case may be. In such an event, the Authority shall forfeit and appropriate the Bid Security/ performance security, as compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, without prejudice to any other right or remedy that may be available to the Authority.
- 2.8.4 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.

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

### **2.9 Language**

The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

### **2.10 Documents comprising the Bid**

2.10.1 The bids shall be submitted in two envelopes which comprise the following documents:-

- A. **Envelope-I Technical Bid:** The Bidder shall submit the Technical Bid in the formats specified at Appendices.
  - i) Letter Comprising the Bid in the form and manner as described in Appendix I.

- ii) Details of the Bidder in the form and manner as described in Appendix II.
- iii) Technical Capacity of the Bidder in the form and manner as described in Appendix III.
- iv) Financial Capacity of the Bidder in the form and manner as described in Appendix IV along with certificate of Turnover certified by the statutory auditor of the Bidder.
- v) Statement of Legal Capacity of the Bidder in the form and manner as described in Appendix V
- vi) Notarised Power of Attorney authorize the signatory of bid to commit the Bidder in accordance with Sub-Clause 2.1.5 and in the format as specified in Appendix VI
- vii) Litigation History as described in Appendix VII
- viii) Bid Security as per format in Appendix VIII for an amount as specified in the form specified in Clause 2.15.
- ix) Other material/information required to be submitted are:
  - a. Audited report of the balance sheet of the last three financial years of the Bidder.
  - x) A copy of this **entire updated RFP document** (all three volumes along with addendum issued by AUTHORITY , if any) duly initialed on each page by the Authorized signatory of the Bidder. The Bid document shall also have the Bidder's stamp on each page along with initials of the authorized representative of the bidder.

**B. Envelope-II Financial/Price Bid:** The Bidder shall submit the Financial/Price Bid in the format specified at Appendix-IX.

If space provided in the appendices is less, separate sheets typed neatly in the same format may be used to provide the requisite information but care should be taken so that the appendices in the downloaded / purchased document (**please use updated version only**) is left blank whilst the newly typed sheets are placed immediately after the originally purchased/downloaded document. The order of placing the papers should be

- a) Copy of purchased/downloaded bid document (updated) stamped and initialed on each page.
- b) Newly typed sheets, if any, containing requisite information as per formats in the appendices arranged as per the numbers
- c) Documents to support the Appendices in the same order as they are mentioned above (Except the Bid Security which should be submitted in separate sealed Envelope along with the Original Bid)

**The entire technical bid (including documents and additional sheets containing appendices) should be only hard bound into one single book. Stapled/ Spiral bound bids are liable to be rejected at the discretion of the Authority.**

**Each part shall be separately sealed and marked in accordance with the sealing and marking instruction in Clause 2.18.**

**For further illustration of how to prepare and submit the bid refer to clause 2.18., of this Volume of the RFP document.**

2.10.2 The Bidder shall prepare two copies of the Technical Bid – one original & one duplicate. However, the bidder will submit only the original Financial Bid with no copies.

2.10.3 The queries and completed RFP must be submitted to:



**Secretary**

Tourism Department

FFP Building, Dhurva

Ranchi

Tel. No. +91 651 .....

Fax: +91 651 .....

E-mail : .....

**2.11. Financial Proposal/ Bid Variable/ Price Bid**

The Bidder shall be required to quote in its financial bid, monthly retainership fee, (“**Professional Fee**”) payable to the Selected Bidder by the Authority for each month till the contract period. The Professional Fee shall cover all expenses of the PMU for the activities as mentioned under clause 1.1.5 (a to e). Apart from the monthly Professional Fee, the PMU shall also be eligible for other fees for activities to be undertaken by it under clause 1.1.5 (f & g) in line with the fixed formula as set out below:

**A. Transaction Advisory Services**

<b>Sl No</b>	<b>Estimated Project Cost</b>	<b>Professional fees (as percentage of Estimated Project Cost plus applicable service tax)</b>	<b>Success Fee (as percentage of Estimated Project Cost plus applicable service tax)</b>
<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)
<b>For EPC Project where DPR is prepared by Government</b>			
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	0.25% (to a	

	upto Rs 100 crores	maximum of Rs 20 lacs)	
4	More than Rs 100 crores	0.30% (to a maximum of Rs 30 lacs)	

**Note:**

**Transaction Advisory services for PPP to include Feasibility Study, project Structuring, Bid documentation and Bid Process Management upto signing of agreement with private Player**

**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.**

**B. Preparation of Detailed Project Report**

SI 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%

**C. For PMC Work**

SI 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	2%

**2.12. Bid Validity**

2.12.1 Bids shall remain valid for a period of 120 days (one hundred twenty days) after the Bid Due Date (herein the “**Bid Validity Period**”) specified in Clause 2.17. A Bid having lesser validity

period than the prescribed Bid Validity Period shall be summarily rejected by the Authority as non-responsive.

2.12.2 Prior to expiry of the Bid Validity Period, the Authority may request the Bidders to extend the Bid Validity Period for a specified additional period. The request and the responses thereto shall be made in writing or by fax. A Bidder may refuse such request for extension of bid validity period without being liable for forfeiture of its Bid Security. A Bidder agreeing to the request will not be required or permitted to modify its bid but will be required to extend the validity of its Bid Security for the period of the extended bid validity period, in compliance with Clause 2.13 in all respects.

### **2.13. Bid Security**

2.13.1 The Bidder shall furnish, as part of its Bid, a Bid Security equivalent to an amount of Rs 1,00,000/- (Rupees One lakhs only), which shall be valid for a minimum period of 180 days from the bid due date, in the form of a demand draft/ bank guarantee (as per format attached at Appendix IX) issued by a Scheduled Commercial Bank in India having a branch in Ranchi, in favour of “.....”, payable/enforceable at Ranchi (“**Bid Security**”) and refundable not later than 180 (sixty) days from the Bid Due Date, except in the case of the Preferred Bidder whose Bid Security shall be retained till the furnishing of Performance Security by the Selected Bidder/ PMU.

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

2.13.3 The Bid Security of unsuccessful Bidders, except the Bidder (L2) next to the Preferred Bidder (L1), will be returned promptly without any interest, but not later than 60 days after the expiration of the Bid Validity Period, or within 15 (fifteen) days of issue of Lol to the Preferred Bidder, whichever is earlier. The Bid Security of L2 will be returned within 15 (fifteen) days of signing of Contract Agreement with the Selected Bidder.

2.13.4 The Bid Security of the Preferred Bidder will be returned within one week of the Appointed Date.

2.13.5 The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or under the Contract Agreement, or otherwise, under the following conditions:

- b) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
- c) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids.
- d) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- e) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.24 hereof;
- f) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to
  - i) To sign and return the duplicate copy of LOI;
  - ii) Sign the Contract Agreement;

- g) any other conditions, with respect to the Bidder as well as the Preferred Bidder, for which forfeiture of Bid Security has been provided under this RFP.

#### **2.14. Pre- Bid Meeting**

- 2.14.1 The official representatives of the Bidders are invited to attend a Pre-Bid meeting which will take place in the office of AUTHORITY , Ranchi, or at a place notified prior to the meeting, as per Schedule mentioned in Clause 1.3.
- 2.14.2 The purpose of the Pre- Bid meeting will be to clarify issues and to answer questions in respect of the Project that may be raised at that stage.
- 2.14.3 The Bidder is requested to submit questions in writing or by cable/fax, to reach the Authority as provided in clause 1.3.
- 2.14.4 Minutes of the Pre-Bid meeting, including the text of the questions raised and the responses given together with any response prepared after the meeting, will be transmitted without delay to all the Bidders. Any modification of the bidding documents listed in Clause 2.6 which may be considered necessary as a result of the pre-bid meeting shall be made by AUTHORITY exclusively through the issue of an Addendum pursuant to Clause 2.7 and not through the minutes of the pre-bid meeting.
- 2.14.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a Bidder.

#### **2.15. Format and Signing of Bid**

- 2.15.1 The Bidder shall prepare two copies of the documents (one in original and one duplicate) comprising the Bid as described in Clause 2.10 of Instructions to Bidders.
- 2.15.2 The Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to sub clause 2.1.5
- 2.15.3 The Bid shall contain no alterations, omissions or additions, except those to comply with instructions issued by the Authority, or as necessary to correct errors made by the Bidder, in which case all such corrections shall be initialed by the person or persons authorized to sign the Bid.

### **D. Submission of Bids**

#### **2.16. Sealing and Marking of Bids**

- 2.16.1 The Bidder shall submit the Bid in two envelopes. The Technical & Financial Bid/(s) shall be sealed in separate envelopes and the sealed Technical & Financial Bid/(s) Envelopes shall be sealed in an outer envelope. The Bid envelopes shall be marked as follows:

**Envelope I:** Technical Bid in Original

**Envelope II:** Financial Bid in original only

The sealed Envelope I along with the sealed Envelope/Envelopes II should be put in an **overall outer envelope**, sealed and super scribed with the following:

**“Selection of Project Management Unit (PMU) for development of tourism in the State of Jharkhand – Original Bid”**

A Copy of the Technical Bid only should be put in a separate sealed envelope and submitted along with the original bid. The following should be clearly superscribed on this envelope:

**“Selection of Project Management Unit (PMU) for development of tourism in the State of Jharkhand – Original Bid”**

2.16.2 The inner and outer envelopes shall

- a) Be addressed to the Authority at the address mentioned in sub clause 2.10.3 :
- b) Bear the following identification:

Technical Bid, Financial Bid, Bid Security as the case may be, for the **“Selection of Project Management Unit (PMU) for development of tourism in the State of Jharkhand – Original Bid”**

- c) Indicate the name and address of the Bidder.

2.16.3 If the outer envelope is not sealed and marked as above, the Authority will assume no responsibility for the misplacement or premature opening of the Bid.

### **2.17. Deadline for Submission of Bids (Bid Due Date)**

2.17.1 Bids must be received by the Authority at the address as mentioned in clause 2.10.3 on or before the date & time specified in Clause 1.3.

2.17.2 The Authority may, at his discretion, extend the deadline for submission of Bids by issuing an addendum in respect thereof.

2.17.3 In the event of specified date of Bid Due Date being declared a holiday for AUTHORITY , the deadline for submission of Bid shall be the next working day.

### **2.18. Late Bids**

2.18.1 Any Bid received by the Authority after the Bid Due Date prescribed in Clause 2.17 will be returned unopened to the Bidder.

### **2.19. Withdrawal of Bids**

2.19.1 The Bidder may modify, substitute or withdraw its Bid after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date.

2.19.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.16, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.19.3 Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

## **E. Bid Opening and Evaluation**

### **2.20 Opening of Technical Bid**

- 2.20.1 The Authority will open the outer envelope of all the Bids received (except those received late) containing the sealed Technical Bid and the sealed financial Bid and announce the names of (i) Bidders, and (ii) Bidders who have given notice for withdrawal of their Bids in the presence of Bidders or their representatives who choose to attend on the date and time mentioned in the RFP. In the event of specified date of Bid opening being declared as a holiday for the Authority, the Technical Bid will be opened at the appointed time and location on the next working day.
- 2.20.2 Bids for which acceptable notice of withdrawal has been submitted pursuant to Clause 2.19 shall not be opened and shall be returned.
- 2.20.3 Envelopes marked Technical Bid shall then be opened. Bidder's names, the presence/absence of Bid Security, the amount and validity of Bid Security furnished with each Bid and such other details, as the Authority may consider appropriate will be announced by the Authority at the opening.
- 2.20.4 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.
- 2.20.5 The sealed envelope containing the Financial Bid shall not be opened at this stage

### **2.21 Examination of Technical Bid and Determination of Responsiveness of the same**

- 2.21.1 Prior to evaluation of Technical Bids, the Authority will determine whether the Bid is accompanied by the required Bid Security. In case of multiple Projects, separate bid security to be submitted for each Project.
- 2.21.2 If the Bid Security furnished does not conform to the amount and validity period as specified in the RFP Document (Volume I) and has not been furnished in the form specified in Clause 2.13, the Bid shall be rejected by the Authority as non-responsive.
- 2.21.3 Subject to confirmation of the Bid Security by the issuing bank, the Technical Bid accompanied with valid Bid Security will be taken up for further evaluation. In case, the Bank does not confirm the Bid Security, the Bid shall be rejected as non-responsive and no further evaluation shall be carried out.
- 2.21.4 The Technical Bid will further be examined to determine whether the Bid has been properly signed, meets the eligibility and qualification criteria, has the required available Financial Capabilities, is accompanied by the requisite certificates, undertaking and other relevant information specified in this RFP Documents and is substantially responsive to the requirement of the Bidding Documents and provides any clarification for ascertaining the correctness of the information/details that the Authority may require pursuant to Clause 2.26.
- 2.21.5 If the Technical Bid is not substantially responsive, it will be rejected by the Authority and will not subsequently be made responsive by correction or modification or withdrawal of the non-conforming deviation or reservation.
- 2.21.6 After the technical evaluation, the Authority shall prepare a list of pre-qualified and shortlisted applicants in terms of Clause 3.5 for opening of their Financial Proposals. A date, time and venue will be notified to all Bidders for announcing the result of opening and evaluation of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified and shortlisted Bidders along with their Technical Score will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Bidders who choose to be present. The Authority will not entertain any query or clarification from Bidders 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 3.6 and 3.7. In the event of the specified date being declared a holiday for the Authority, the Financial Bid will be opened at the appointed time and location on the next working day.

- 2.21.7 Bidder are advised that Selection Process will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Selection Process or Selection will be given
- 2.21.8 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 Bidder if the Project is subsequently awarded to it.
- 2.21.9 The Financial Bids of those Bidders whose Technical Bids is determined to be non-responsive or not substantially responsive pursuant to terms hereof will be returned unopened to the Bidders.

## **2.22 Opening of Financial Bids**

- 2.22.1 The Authority will open the envelope marked 'Financial Bid' of only those Bidders whose Technical Bids have been determined to be substantially responsive in accordance with Clause 2.21 and have been evaluated in terms of Section 3 of this RFP in presence of the Bidders or their representatives who choose to attend on the date intimated to such Bidders. In the event of specified date of Financial Bid opening being declared a holiday for The Authority, the 'Financial Bids' shall be opened at the appointed time and location on the next working day.
- 2.22.2 The names of the Bidders whose Technical Bid is found to be substantially responsive, the Bid Prices and such other details, as the Authority may consider appropriate will be announced at the opening of the Financial Bid. Any Bid Price, which is not read out and recorded at the Bid opening, will not be taken into account in Bid Evaluation
- 2.22.3 The Bidders or their representatives who are present shall sign attendance sheet evidencing their attendance.

## **2.23 Examination of Financial Bids and Determination of Responsiveness of Financial Bid**

- 2.23.1 AUTHORITY will determine responsiveness of each Financial Bid with respect to price quoted.
- 2.23.2 A substantially responsive Financial Bid is one which conforms to all the terms, conditions and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (i) which affects in any substantial way the scope, quality or performance of the works; (ii) which limits in any substantial way, inconsistent with the bidding documents, AUTHORITY's rights or the Bidder's obligations under the Agreement; or (iii) whose rectification would affect unfairly the competitive position of other Bidders presenting substantially responsive financial Bids.
- 2.23.3 If the Financial Bid is not substantially responsive, it will be rejected by AUTHORITY and may not subsequently be made responsive by correction or withdrawal of the non-conforming deviation or reservation.

## **2.24 Correction of Errors**

- 2.24.1 Financial Bids determined to be substantially responsive will be checked by AUTHORITY for any arithmetic errors in the Financial Proposal. Arithmetic errors will be rectified on the following basis:-

- i) Where there is a discrepancy between the amounts quoted in the Financial Bid, in figures and in words, the amount in words will prevail over the amounts in figures, to the extent of such discrepancy

2.24.2 The amount stated in the Financial Bid will be adjusted by AUTHORITY in accordance with the above procedure for the correction of errors and shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount of Bid, his Bid will be rejected, and his Bid Security may be forfeited in accordance with Clause 2.13.

## **2.25 Evaluation and Comparison of Financial Bids**

2.25.1 AUTHORITY will evaluate and compare only those Financial Bids which are determined to be substantially responsive in accordance with Clause 2.23.

2.25.2 In evaluating the Financial Bids, AUTHORITY will determine for each Financial Bid the evaluated Bid Price by adjusting the Bid Price by making any correction for errors pursuant to Clause 2.24

2.25.3 The Price Bid will be evaluated on the basis of Section 3.

## **2.26 Clarification of Bids**

2.26.1 To assist in the examination, evaluation and comparison of Bids, AUTHORITY may, at its discretion, ask any Bidder for authentication and the correctness of the information/details furnished by him in his Bid. Such request by AUTHORITY and the response by Bidder shall be in writing or by cable/fax, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by AUTHORITY in the evaluation of the Bids in accordance with Clause 2.24.

2.26.2 Subject to Sub Clause 2.26.1, no Bidders shall contact AUTHORITY on any matter relating to his Bid from the time of Bid opening to the time contract is awarded.

2.26.3 Any effort by the Bidder to influence AUTHORITY in the AUTHORITY 's Bid evaluation, Bid comparison or contract award decisions may result in the rejection of his Bid.

## **2.27 Process to be Confidential**

2.27.1 Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will 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 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.

## **F. Award of Contract**

### **2.28 Award Criteria**

2.28.1 The Bidder shall be awarded marks based on the evaluation of their Technical and Financial proposal. Post marking, the proposals will finally be ranked according to their combined technical and financial scores/ marks as specified in clause 3.7. The first ranked Bidder shall be generally declared as Successful Bidder while the second ranked applicant will be kept in reserve in terms hereof



## **2.29 Authority's Right to accept any Bid and Reject any or all Bids**

2.29.1 Notwithstanding anything contained in Clause 2.28 above, AUTHORITY reserves the right to accept or reject any Bid and to annul the Bidding process and reject all Bids, at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the AUTHORITY 's action.

## **2.30 Letter of Intent**

2.30.1 After selection, a Letter of Intent (the "LOI") shall be issued, in duplicate, by the Authority to the Preferred Bidder and the Preferred Bidder shall, within 7 (seven) days of the receipt of the LOI, sign and return the duplicate copy of the LOI in acknowledgement thereof. In the event the duplicate copy of the LOI duly signed by the Preferred Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as loss and damage suffered by the Authority on account of failure of the Preferred Bidder to acknowledge the LOI, and the Authority may initiate the bidding process again for the other Qualified Bidders or may annul the bidding process and take steps to start a fresh bidding process.

2.30.2 After acknowledgement of the LOI as aforesaid by the Preferred Bidder, it shall cause the Selected Bidder to execute the Contracty Agreement within the period as prescribed in the Lol. The Preferred Bidder shall not be entitled to seek any deviation, modification or amendment in the Contracty Agreement.

## **2.31 Signing of Agreement**

2.31.1 The Successful Bidder shall sign Contracty Agreement with the Authority within 30 days of issue of letter of Intent (LOI) by AUTHORITY..

2.31.2 If the Selected Bidder fails to sign the Contracty Agreement with the Authority, his Bid Security shall be forfeited. In that event, the Authority may, subject to terms hereof, award the Project to the next successful bidder selected in accordance with clause 3.9 & 3.10 hereof.

## **2.32 Contract Period**

2.32.1 The Contract Period shall be the period of 3 (three) years commencing from the mobilization date (date on which the selected bidder/ PMU shall mobilize the requisite resources, which is kept at 30 days from the date of signing of agreement between Authority and the Selected Bidder. The Authority may, subject always to the Selected Bidder not being (during the said period of 3 years) in any material default of its obligations as set out hereunder in clause 1.1.8 and particularly the Contract Agreement, consider granting another contract term to the PMU on same terms & conditions.

# **3. CRITERIA FOR BID EVALUATION OF BIDDERS**

## **3.1 Qualification Criteria**

3.1.1 The Bidder shall be required to fulfil the minimum technical qualification criteria as set out in terms of clause 2.2 for qualifying for further evaluation of its Bid in terms herein..

## **3.2 Evaluation parameters**

- a. Only those Bidders who meet the eligibility criteria specified in Clauses 2.2 above shall qualify for evaluation under this Section. Bids which do not meet these criteria shall be

rejected

### 3.3 Evaluation of Technical Proposals

In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience (technical capability) and financial capability. Only those Applicants who possess the minimum qualification criteria in terms of clause 2.3 shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

### 3.4 Maximum Scores/ Marks:

- a) Both Technical and Financial Proposal shall have 100 marks. Bidders will be given marks on their Technical and Financial Proposal as per the evaluation methodology given in clause 3.5 and 3.6.

### 3.5 The scoring criteria to be used for evaluation of Technical Bid shall be as follows: Total Marks allotted is 100

Applicant Eligibility	Maximum marks	Calculation of Marks
Should have an average annual turnover of Rs.30.00 Crore from consulting/ Advisory during each of the last three years. The audited copy of the financial statements should be submitted	15	Bidder having highest turnover shall get 15 marks, other will get on percentile basis.
Turnover from Government / Corporate Consulting Services: The bidder should have a minimum annual turnover of INR 10 Crore from Government / Corporate Consulting Services in India in each of the last three Financial years	10	Bidder having highest turnover shall get 15 marks, other will get on percentile basis.
Should have undertaken minimum two advisory assignments related to State/ Central government / Corporate house programs in the country in the last three years with fee of at least Rupees 0.50 Crore Documentary evidence in form of signed agreements should be submitted	10	Bidders having highest number of advisory in the last 3 years shall get 10 marks, other on percentile basis.
<b>Should have undertaken detailed project report work of at least 3 project of building/ civil infrastructure facility of cost not less than Rs 5 crores</b>	<b>10</b>	Bidders having highest number of DPR in the last 3 years shall get 10 marks, other on percentile basis.

<b>in each of the the last 3 years</b>		
Should have undertaken minimum three project management related assignments of long term nature (more than 6 months) for the state / Central Government / Corporate Houses in the last three years with fee of at least Rupees 1.00 crore. Documentary evidence in form of signed agreement should be submitted	10	Bidders having highest number of PMC in the last 3 years shall get 10 marks, other on percentile basis.
Should have undertaken minimum of three assignments during last three years in Tourism Sector for any union/ state departments/ Govt. undertakings/ PSUs with fee of at least 0.50 crore. Documentary evidence in form of signed agreement / work order must be submitted	10	Bidders having highest number of assignments in the last 3 years shall get 10 marks, other on percentile basis.
Key Personnel	15	
Team Leader	5	3 marks for minimum key qualification of team leader as mentioned in clause 2.2. 1 mark for every similar additional project.
Transaction Expert	3	2 marks for minimum key qualification of team leader as mentioned in clause 2.2. 1 mark for additional project.
Urban Planner	3	3 marks for minimum key qualification of team leader as mentioned in clause 2.2. 1 mark for additional project.
Civil Engineer	4	3 marks for minimum key qualification of team leader as mentioned in clause 2.2. 1 mark for additional project.
Approach & methodology	10	To be awarded for a thorough understanding of the requirement and innovative approaches in handling the scope of work

		outlined
Presentation	10	To be decided by Evaluation Committee

Minimum marks to qualify shall be 60. The Bidders will be assigned a score termed as Technical Score (**T<sub>s</sub>**) based on summation of their individual marking on all the above mentioned parameters.

80% of **T<sub>s</sub>** of Bidders scoring minimum 60 shall be carried forward for final evaluation

### 3.6 Evaluation of Financial Proposal

- a) In the second stage, the financial evaluation will be carried out as per this Clause 3.6. Each Financial Proposal will be assigned a financial score (SF).
- b) Bidder quoting 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 other than the lowest financial quote)

### 3.7 Combined and final evaluation

- a) 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 80% and 20% respectively.

- b) The combined score shall be carried out in front of the Bidder at the end of opening of Financial proposal.
- c) The selected Successful Bidder shall be the first ranked Bidder (having the highest combined score). The second ranked Bidder shall be kept in reserve and may be invited for negotiations in case the first ranked Bidder withdraws, or fails to comply with the requirements specified in Clauses 2.30 and/or clause 2.33 hereof, as the case may be.

**3.8** In the event that two or more Bidders score the same marks pursuant to evaluation in terms herein (the “**Tie Bidders**”), the Authority shall identify the selected Successful Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.

**3.9** In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest

Bidder shall be the Selected Bidder.

**3.10** In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.9, the Authority may, in its discretion, invite fresh Bids (the “**third round of bidding**”) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids

**3.11 Details of Experience**

- a. The bidder should furnish the details and proof of eligible technical experience as required under this RFP Document.
- b. The bidder must provide the necessary information relating to Technical Capacity as per format at Appendix IV.

**3.12 Financial information for purposes of evaluation**

- a. The Bid must be accompanied by the audited annual reports of the Bidder for the last 3 (three) financial years, preceding the financial year in which the Bid is made.
- b. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the audited annual reports for 3 (three) financial years preceding the financial year for which the audited annual report is not being provided.
- c. The Bidder must establish the Financial Capacity as specified in Clause 2.2, and provide details as per format at Appendix V

**SECTION 4. FRAUD AND CORRUPT PRACTICES**

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOI and during the subsistence of the Contract Agreement. Notwithstanding anything to the contrary contained herein, or in the LOI or the Contract Agreement, the Authority may reject a Bid, withdraw the LOI, or terminate the Contract Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security, as damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Contract Agreement, or otherwise.

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 LOI or the Contract Agreement, or otherwise if a Bidder 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 Bidding Process, or after the issue of the LOI or the execution of the Contract Agreement, such Bidder 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 Bidder 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 practices, as the case may be..

4.3 For the purposes of this Section 4, 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 Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of AUTHORITY who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LOI or has dealt with matters concerning the Contract Agreement or arising there from, 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 AUTHORITY , shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOI or after the execution of the Contract Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOI or the Contract Agreement, who at any time has been or is a legal, financial or technical adviser of 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 Bidding 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 Bidding Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by AUTHORITY with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) “**restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process or abstaining itself or any person from bidding as would have the effect of eliminating competition or a competitor.

## **SECTION 5. PRE-BID CONFERENCE**

- 5.1 AUTHORITY may convene a Pre-Bid conference of the interested parties on the date given at Clause 2.16 hereinabove. Only those persons who have purchased the RFP document shall be allowed to participate in the Pre-Bid conference. A maximum of two representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.2 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of AUTHORITY . 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 Bidding Process.

## **SECTION 6. MISCELLANEOUS**

- 6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Ranchi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.2 AUTHORITY , in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
- (a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
  - (b) consult with any Bidder in order to receive clarification or further information;
  - (c) pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
  - (d) retain any information and/ or evidence submitted to AUTHORITY by, on behalf of, and/ or in relation to any Bidder; and/ or
  - (e) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases 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.
- 6.4 Words and Phrases not defined in this RFP shall have the meaning as specified in the Contract Agreement.

## Appendix I: Letter Comprising the Bid

Ref.

Date:

**Secretary – Department of Tourism**

**FFP Building**

**Dhurva**

**Ranchi**

Tel. No. +91 651 ..... Fax: +91 651 .....

E-mail : .....

Subject: Selection of PMU for Development of Tourism in Jharkhand

Dear Sir/ Madam,

Being duly authorized to represent and act on behalf of \_\_\_\_\_ (hereinafter referred as the “**Bidder**”), and having reviewed and fully understood all the qualification requirements and information provided, the undersigned hereby expresses its interest and apply for qualification for undertaking the subject assignment.

We are enclosing our Bid, in conformity with the terms of the RFP, and furnishing the details as per the requirements of the Bid Document, for your evaluation.

The undersigned hereby also declares that the statements made and the information provided in the Proposal is complete, true and correct in every detail.

I/We confirm that the application is valid for a period of 120 days from the due date of submission of application and is unconditional.

I/We hereby also confirm the following:

1. The Proposal is being submitted by M/s \_\_\_\_\_[...] (*name of the Bidder*)-, in accordance with the conditions stipulated in the RFP.
2. I/We have examined in detail and have understood the terms and conditions stipulated in the RFP Document issued by AUTHORITY (hereinafter referred as the “**Authority**”) and in any subsequent communication sent by Authority.
3. I/We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Authority)
4. The information submitted in our Proposal is complete, is strictly as per the requirements stipulated in the RFP, and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Proposal.
5. I/We confirm that we have studied the provisions of the relevant Indian laws and regulations required to enable us to prepare and submit this Proposal for undertaking the Project, in the event that we are selected as the Preferred Bidder.



6. I/We certify that in the last three years, we have neither failed to perform under any contract, as evidenced by imposition of a penalty by an arbitration tribunal or a judicial authority or judicial pronouncement or arbitration award, 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 Bidding Documents, including any Addendum issued by the Authority; and
  - b. I/We do not have any conflict of interest in accordance with the RFP document; and
  - 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 the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
8. I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
9. I/We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders
10. I/We further certify that in regard to matters relating to security and integrity of the country, we, have not been convicted by any Court of Law or indicted or adverse orders passed by the regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by the Court of Law.
12. I/We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/ Managers/ employees.
13. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Bidders, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
14. In the event of me/us being declared as the Preferred Bidder, I/We agree to enter into a Contract Agreement in line with the requirement of the RFP document that has been provided to me prior to the Bid Due Date. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
15. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set forth in the Contract Agreement, 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 Bidding Process including the award of Contract.
16. The Bid Variable has been quoted by me/ after taking into consideration all the terms and conditions stated in the RFP, Contract Agreement, our own estimates of costs and after a careful assessment of the identified locations of the proposed Centers and all the conditions that may affect the Bid.

17. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Contract is not awarded to me or our Bid is not opened or rejected
18. I/We confirm that all the terms and conditions of the Proposal are firm and valid for acceptance for a period of 120 days from the Proposal Due Date.
19. I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP document.

Thanking You,  
Yours Sincerely,

**For and on behalf of:** (name of the Bidder and the Company Seal)

**Signature** : (Authorised Representative & Signatory)

**Name of the Person :**

**Designation :**

## Appendix II: Details of Bidder

1. (a) Name:  
(b) Registration Details of the Bidder:  
I Country of incorporation:  
(d) Address of the corporate headquarters and its branch office(s), if any, in India:  
(e) Date of incorporation and/ or commencement of business:
- 2 Brief description of the Bidder including details of its main lines of business:
  - i) Details of individual(s) who will serve as the point of contact/ communication for AUTHORITY :
    - (a) Name:
    - (b) Designation:  
I Company:
    - (d) Address:
    - (e) Telephone Number:
    - (f) E-Mail Address:
    - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
  - (a) Name:
  - (b) Designation:  
I Address:
  - (d) Phone Number:
  - (e) Fax Number:
  - (f) Email Address:
5. :

**.Appendix III: Experience (Technical Capacity) of Bidder**

**(Refer Clause 2.2)**

**Details of work pertaining to Eligible Projects executed by the Bidder**

- 1** Should have undertaken minimum two advisory assignments related to State/ Central government / Corporate House programs in the country in the last three years with fee of at least Rupees 0.50 Crore Documentary evidence in form of signed agreements should be submitted

Name of the Assignment	Client	Year	Fees	Documentary Evidence

- 2** Should have undertaken minimum two advisory assignments related to State/ Central government / Corporate House programs in the country in the last three years with fee of at least Rupees 0.50 Crore Documentary evidence in form of signed agreements should be submitted

Name of the Assignment	Client	Year	Fees	Documentary Evidence

- 3** Should have undertaken detailed project report work at least 3 project of building/ civil infrastructure facility of cost not less than Rs 20 crores

Name of the Assignment	Client	Year	Fees	Documentary Evidence

- 4 Should have undertaken minimum three project management related assignments of long term nature (more than 6months) for the state / Central Government / Corporate Houses in the last three years with fee of at least Rupees1.00 crore. Documentary evidence in form of signed agreement should be submitted

Name of the Assignment	Client	Year	Fees	Documentary Evidence

- 5 Should have undertaken minimum of three assignments during last three years in Tourism Sector for any union/ state departments/ Govt. undertakings/ PSUs with fee of at least 0.50 crore. Documentary evidence in form of signed agreement / work order must be submitted

Name of the Assignment	Client	Year	Fees	Documentary Evidence

1. In case of Bidder using strength of Associates, Bidder has to provide documentary proof of Association as per the definition of Associates in the RFP Document and the same shall be certified by Statutory Auditor of the Bidder.

**Appendix IV: Turnover (Financial capacity) of the Bidder**

(refer Clause 2.2)

**(In Rs. Crore)**

S. No.	Applicant / Entity	Annual Turnover for preceding three Financial Years (Rs. In Cr)		
		2014-15	2013-14	2012-13
1.				

**Instructions:**

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall include the following:
  - a. Bidder needs to fill the Annual Turnover for preceding three financial years.
  - b. reflect the financial situation of the Bidder and its Associates where the Bidder is relying on its Associate's financials;
  - c. be audited by a statutory auditor;
  - d. be complete, including all notes to the financial statements; and
  - e. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
  - f. In case, Financial Statement of FY 2014-15 is not available, bidder may submit audited financial statements of FY 2013-14, 2012-13, 2011-12

**Appendix V: Statement of Legal Capacity**

(To be forwarded on the letterhead of the Bidder)

Ref.

Date:

**Secretary – Department of Tourism**

**FFP Building**

**Dhurva**

**Ranchi**

Tel. No. +91 651 ..... Fax: +91 651 .....

E-mail : .....

Subject: Selection of PMU for Development of Tourism in Jharkhand

Dear Sir,

I/We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

I/We have agreed that \_\_\_\_\_ (insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

For and on behalf of

Authorized signatory

## Appendix VI: Power of Attorney for signing of Application

Know all men by these presents, We \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms (name), \_\_\_\_\_ son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_, who is [presently employed with us and holding the position of \_\_\_\_\_], as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 Bid for the \*\*\*\*\* Project[s] proposed or being developed by the \*\*\*\*\* (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to AUTHORITY , representing us in all matters before AUTHORITY , signing and execution of all contracts including the Contract Agreement and undertakings consequent to acceptance of our bid, and generally dealing with AUTHORITY in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering the Contract Agreement with AUTHORITY .

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\*\*

For -----

(Signature)

(Name, Title and Address)

Witnesses:


1 1. [Notarized]


2 Accepted

(Signature)

(Name, Title and Address of the Attorney)

### Notes:

 *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 40authorized(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

 *Also, wherever required, the Bidder 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 Bidder.*



- ✚ *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued.*

**APPENDIX – VII :Litigation History**

**Refer Clause 2.2.2**

(To be provided by the Bidder)

- i) Number of cases
  - a) pending in court
  - b) Pending in Tribunal
  - c) Pending in Arbitration
  - d) Any other Authority
  
- ii) Brief history of each case mentioned above including
  - a) the names of the parties,
  - b) subject matter of dispute,
  - c) date of initiation/filing / commencement of the case,
  - d) Present position of the case.

## **APPENDIX VIII: Format for Bid Security**

### **Refer Clause 2.15**

(To be provided by the Issuing Bank on a Non-judicial Stamp Paper of Rs. 100/- )

#### **BID SECURITY (BANK GUARANTEE)**

This Deed of Guarantee is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2012 at \_\_\_\_\_ by \_\_\_\_\_ a Scheduled Commercial Bank within the meaning of the Reserve Bank of India Act and constituted under the Banking Companies Acquisition and Transfer of Undertakings Act, 1970/1980 and having its Head Office/ Registered Office at \_\_\_\_\_ and inter alia a Branch Office at Ranchi, Jharkhand (hereinafter referred to as “the Bank” or “the Guarantor”, which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns) in favor of ‘.....’ (hereinafter referred to as “**AUTHORITY** ” which expression shall, unless it be repugnant to the subject or context hereof, be deemed to include its successors and assigns).

WHEREAS, the AUTHORITY undertook the process of competitive bidding in order to select the ..... Jharkhand.

WHEREAS, [name of Bidder (hereinafter called “the Bidder”) has submitted his Bid dated [date] for the execution of the Works (hereinafter called “the Bid”).

In the event of any breach or non-performance of the following terms and conditions contained in the RFP document:

- (a) If the Bidder withdraws its Bid during the Bid Validity Period as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority; or
- (b) If the Bidder submits a conditional Bid which would affect unfairly the competitive position of other Bidders who submitted substantially responsive Bids. Or
- (c) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of the RFP; or
- (d) If the Bidder does not accept the correction of errors in its Bid, pursuant to Clause 2.24 of the RFP
- (e) In the case of the Preferred Bidder, if the Bidder fails within the specified time limit to
  1. To sign and return the duplicate copy of LOI;
  2. Sign the Contract Agreement;

(f) any other conditions, with respect to the Bidder as well as the Preferred Bidder, for which forfeiture of Bid Security has been provided under the RFP.

The Guarantor agrees absolutely, irrevocably and unconditionally guarantees and undertakes to pay to AUTHORITY a sum of Rs. 1,00,000/ (Rupees one lakh Only) without any protest or demur and upon receipt of first written demand from AUTHORITY , without having to substantiate his demand, provided that in his demand AUTHORITY will note that the amount claimed by it is due to it owing to the occurrence of any one or more of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in full force for a period of 180 days from the Bid Due Date or as it may be extended by AUTHORITY . Any demand in respect of this Guarantee should reach the Bank not later than the above date.

The jurisdiction in relation to this Guarantee shall be the Courts at Jharkhand and Indian Law shall be applicable.

The claim in respect of this bank Guarantee can also be lodged at any of our Jharkhand Branches.

IN WITNESS WHEREOF the Guarantor has executed this Guarantee on this \_\_\_\_\_ day of \_\_\_\_\_ and year first herein above written.

Signed and delivered by the  
above named \_\_\_\_\_ Bank by  
its Authorised Signatory as authorized by  
Board Resolution passed on \_\_\_\_\_/  
Power of Attorney dated [.....]

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Authorised Signatory

Name :

Designation:

In the presence of:

1.

2.

**Appendix IX: Price Bid (Financial Bid)**  
**FINANCIAL/ PRICE BID LETTER & FORMAT FOR PRICE OFFER**

To,

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

**Sub: Financial Bid for “.....”**

**Dear Sir,**

As a part of the Bid for Project Management Unit for Development of Tourism in Jharkhand, we offer Rs ..... as Monthly Retainership Fee (Professional Fees). The Monthly Retainership Fee shall be payable by the Authority to us at the end of each month as fixed monthly components.

This Monthly Retainership Fee as quoted by us shall be subject to revision at the rate of 10% every 12 months till the contract period.

The above quoted rate is exclusive of service tax and the same shall be payable by the Authority at actual over and above the quoted rate.

We agree to bind by this offer if we are selected as the preferred bidder.

FOR AND ON BEHALF OF \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME \_\_\_\_\_

DESIGNATION \_\_\_\_\_

COMPANY SEAL

COMPANY \_\_\_\_\_

DATE \_\_\_\_\_

Note:

1. Any condition attached to the price bid is not acceptable and shall result in rejection of the Bid