REQUEST FOR PROPOSAL (RFP)

FOR

Appointment of Project Management Unit (PMU) for providing Consultancy Services to Department of Tourism, Government of Odisha

Department of Tourism, Paryatan Bhawan,
Bhubaneswar - 751 014
Tel.No. +91 674 2432177
email: oritour@gmail.com

Dated: 11.08.2018
1. INTRODUCTION

India is fast emerging as an important tourism destination in the World. The ‘Incredible India Campaign’ has attracted worldwide attention. Odisha in spite of being the “Soul of Incredible India” and 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 Odisha’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 Odisha (Authority) has decided to engage a Programme Management Unit (PMU) for the following:

1. Tourism Master Plan and Policy
2. Investment promotion and investor facilitation
3. Procurement and PPP transaction advisory support
4. Infrastructure Development Support
5. Media and Marketing Support
6. IT support

2. REQUEST FOR PROPOSAL

The Department of Tourism, Government of Odisha (the “Authority”) is issuing this Request for Proposal (RFP) to request techno-commercial bids from interested and eligible firms/ agencies/ organizations (the “Applicants”) for appointment as Project Management Unit (PMU) in the Department of Tourism in Odisha for a period of 36 months.

2.1 EARNEST MONEY DEPOSIT

The bid must be accompanied by a refundable Earnest Money Deposit (EMD) of Rs. 100,000 /- (Rupees one lakh only) and a non-refundable Bid-document Processing Charges of Rs. 10,000/- (Rupees ten thousand only) separately in the form of Demand Drafts drawn in favour of “Director, Tourism”, payable at Bhubaneswar. After selection of the suitable applicant for appointment as PMU, the amount of EMD shall be refunded to the unsuccessful Bidders. The EMD of the successful Bidder shall be refunded to the successful bidder immediately upon furnishing the Performance Guarantee).

2.2. SCOPE OF WORK

The PMU will work in tandem with the existing Department staff with focus on monitoring and evaluation of new and existing projects and create a robust database for all the projects undertaken by the department
The selected applicant shall provide dedicated Key Personnel and work directly under the Department of Tourism, Government of Odisha and shall be responsible, amongst others, for the following services:

**A. Tourism Master Plan and Policy**

1. Provide assistance in creating a Tourism Master Plan for the State covering:
   - As-is- Assessment & Gap Analysis
   - Tourism Concepts and Products
   - Infrastructure requirements
   - Marketing & Positioning
   - Project specific spatial planning
   - Institutional framework
   - Action Plan
2. Provide support on appropriate additional policy initiatives

**B. Investment promotion and investor facilitation**

1. Provide technical assistance in identification of tourism projects to attract private sector investments and creating a shelf of investable projects
2. Assist in organizing domestic/international road shows and investor outreach initiatives to attract tourism sector investments
3. Provide handholding support in tourism sector proposals appraisal and institutionalizing the project facilitation framework till implementation, including PPP advisory
4. Provide knowledge support in implementation of various tourism promotion campaigns to be implemented in coordination with other media/PR agencies, including IT support
5. Project structuring, TA support and Implementation for major projects like Shamuka, Talasari, etc.

**C. Procurement and PPP transaction advisory support**

1. Provide handholding support to Tourism department on various procurement requirements.
2. Provide transaction advisory and bid process management support in development and operations of various tourism projects in the State on PPP mode and procurement activities covering scope such as:
   - Feasibility assessment
   - PPP options structuring
   - Bid documents preparation
   - Assistance in bid process till signing of agreement

**D. Infrastructure Development Support**

1. Infrastructure gap analysis for the sector
2. Identification of new infrastructure projects and formulation of implementation strategy – mode of development, financing, timelines, etc.
3. Assist in filling for required statutory clearances related to State developed tourism projects
4. Evaluation of infrastructure project designs and plans
5. Assist in standardization of designs and models for Government developed tourism infrastructure
6. Assistance in implementation of identified infrastructure projects
7. Developing a shelf of projects, for submission to Ministry of Tourism under different schemes.
8. Design a post implementation strategy for O & M of State funded projects
9. Leveraging Funds from Central Govt. schemes/CSR.

E. Media and Marketing Support
1. Marketing, Positioning, Brand building and Product development
2. Development of a media & PR plan, Outreach campaigns development and implementation in support of Media/PR partner
3. Assisting the Media/PR agency with knowledge support
4. Development of knowledge and marketing collaterals
5. Pre & Post event follow ups for tourism events including G2B meetings
6. Monitoring and Evaluation of Social media outreach campaigns by Media/PR agency
7. Development of case studies and success stories from the State

F. IT support
1. Development of an integrated dashboard for all tourism related activities and assets in the State
2. Provide assistance in project implementation monitoring of various tourism projects in the State through effective MIS framework
3. Assisting department in monitoring and evaluation of the departmental portal development (done through 3rd party)
4. Assist in conceptualization and development/integration of a GIS based land bank portal (by 3rd party)

2.3 EVALUATION METHODOLOGY

The applicant selected to perform the above mentioned scope needs technical expertise and experience in similar Project Management and shall be in compliance with the minimum requirements as mentioned in section 2.4.

The technical capability and experience of the applicant is important for a project of this tenure and nature, the applicant will be selected based on combined Techno-Commercial evaluation of the proposal in the ratio of 70% (Technical) and 30% (Commercial).

The applicant would be evaluated on the basis of Section 2.6 and only those bidders who score more than 70% marks (i.e. 49 marks out of 70) in the technical evaluation will be considered for opening of commercial bid.

The commercial bids will be evaluated on a score 0 to 30. L1 will get 30 marks and the others will get marks in proportion to the Bid.

The applicant obtaining the highest combined Techno-Commercial score will be the selected to set up the PMU.
2.4 ELIGIBLE AGENCIES

The agencies intending to Bid for appointment as PMU shall fulfil the following eligibility conditions:

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Minimum Qualification Criteria</th>
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<tbody>
<tr>
<td>a)</td>
<td>The Bidder should be a Company/ Firm/ LLP registered in India with a track record of providing consulting/ advisory services for at least 10 years as on March 31, 2018.</td>
</tr>
<tr>
<td>b)</td>
<td>Should have an average annual turnover of Rs. 100 crores from consulting/advisory during the last three years. The audited copy of the financial statements should be submitted.</td>
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<td>c)</td>
<td>Should have undertaken minimum two (2) assignments as a Program/Project Management Unit with Central and State Government with a minimum fee of more than INR One Crore. Documentary evidence in form of signed agreements should be submitted.</td>
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<tr>
<td>d)</td>
<td>Experience in Transaction Advisory for PPP projects – Atleast2 successful PPP transactions</td>
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<tr>
<td>e)</td>
<td>Experience of providing consultancy services in Tourism Sector for Central/State Govt./Private Sector Organizations</td>
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2.5 KEY PERSONNEL

<table>
<thead>
<tr>
<th>Sl.No.</th>
<th>Consultants</th>
<th>Minimum Qualification</th>
<th>Experience</th>
</tr>
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</table>
| 1      | Tourism Specialist (Team Leader) | MBA / Master in Tourism |  ❑ Minimum eight years of post-qualification experience in advising Central / State / Govt. Agencies in Tourism Projects  
❑ Should have experience in managing as Team Leader - at least one PMU (minimum 4 member team and 1 year duration) for any Government/ Government bodies. |
| 2      | Procurement & PPP Specialist | MBA / CA |  ❑ Minimum five years experience as procurement and PPP expert in infrastructure projects.  
❑ Should have carried out atleast 2 projects in Tourism Sector. |
| 3      | Infrastructure Specialist | Masters in Planning/ Architecture/ Civil Engineering |  ❑ Minimum five years of experience in infrastructure development  
❑ Should have successfully executed at least 3 planning / area development project in the Tourism Sector |
| 4      | Media & Marketing Specialist | MBA / PG Diploma in Mass Communication or Journalism |  ❑ Minimum five years experience in marketing / media management  
❑ Should have atleast two year experience in working with any Govt depts or Govt.bodies |
<table>
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<tr>
<th></th>
<th>Details</th>
<th>Marks</th>
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<tbody>
<tr>
<td>A</td>
<td><strong>Firm's Experience</strong></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>Average Turnover for last three years</td>
<td>5</td>
</tr>
<tr>
<td></td>
<td>Rs.100 cr. – Rs.125 cr. – 3 marks</td>
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<tr>
<td></td>
<td>Rs.126 cr. – Rs.150 cr. – 4 marks</td>
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</tr>
<tr>
<td></td>
<td>Rs.151 cr. &amp; above – 5 marks</td>
<td></td>
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<tr>
<td>2</td>
<td>Firm’s Experience of working on at least 3 engagements as a Program/Project Management Unit with Central or State Government / Govt. bodies with minimum consultancy fee of more than INR 1 Crores Three projects – 3 marks, each additional project one mark, maximum of 5 marks</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Experience of Transaction Advisory Services for PPP projects</td>
<td>4</td>
</tr>
<tr>
<td></td>
<td>1 Mark for every successfully executed PPP assignment (maximum 5 marks)</td>
<td></td>
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<tr>
<td>4</td>
<td>Experience of providing consultancy services in Tourism Sector for Central/State Govt.: 2 mark for each assignment</td>
<td>6</td>
</tr>
</tbody>
</table>

<p>| B    | <strong>Experience of key personnel</strong>                                       | 35    |
| 1    | Tourism Specialist (Team Leader)                                      | 12    |
|      | 3 projects in Tourism sector – 3 marks, additional project 1 mark, max 6 marks |       |
|      | Experience as Team Leader in PMU – 1 year – 3 marks, additional 1 year 1 mark each, max 6 marks |       |
| 2    | Procurement &amp; PPP Specialist                                           | 8     |
|      | Two PPP projects -2 marks, 1 mark for each additional project, max 4 marks |       |
|      | 2 Tourism projects - 2 marks, additional project 1 mark each, max 4 marks |       |
| 3    | Infrastructure Specialist                                              | 8     |
|      | 3 tourism infrastructure projects (planning area dev.) - 4 marks, additional project 2 marks each, max |       |</p>
<table>
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<tbody>
<tr>
<td>4</td>
<td>Media &amp; Marketing Specialist</td>
<td>4</td>
<td>□ 2 years experience in working with Govt depts– 2 marks, for each additional year 1 mark, max 4 marks</td>
</tr>
<tr>
<td>5</td>
<td>Data Analytic Specialist</td>
<td>3</td>
<td>□ 2 project on development of MIS or Dashboards - 2 marks, additional project 1 mark each, max 3 marks</td>
</tr>
<tr>
<td>C)</td>
<td>Approach and methodology for completing the assignment &amp; outcome of the personal interview of the proposed team member</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>To be awarded for a thorough understanding of the requirement and innovative approaches in handling the scope of work outlined through a Technical presentation before Evaluation Committee, followed by personal interview of all the proposed team members</td>
<td>15</td>
<td></td>
</tr>
</tbody>
</table>

### 2.7 COMMERCIAL BID

The Applicant should quote monthly professional fee for consulting services that shall include all out of pocket expenses but will be exclusive of all applicable taxes in the commercial bid format.

### 2.8 SALE OF RFP DOCUMENT

RFP document can be obtained between 1100 hours and 1700 hours on all working days from the Authority i.e. Department of Tourism, Paryatan Bhawan, Museum Campus, Bhubaneswar, Odisha from **11.08.2018 to 27.08.2018**. The document can also be downloaded from the official website of the Authority [http://www.odishatourism.gov.in](http://www.odishatourism.gov.in).

### 2.9 BID SUBMISSION

The proposals/ bids may be addressed to **Director & Addl. Secretary to Government, Department of Tourism, Paryatan Bhawan, Museum Campus Bhubaneswar**. The complete proposals/ bids should the office of Authority, Bhubaneswar reach on or before **1.00 PM on 15.09.2018**.

### 2.10 VALIDITY OF THE PROPOSAL

The proposal shall be valid for a period of 180 days from the bid submission date as mentioned in section 2.9.

### 3. PRE-BID MEETING

A pre-bid meeting will be held on **06.09.2018** at **11.00 AM** in the **Conference Hall of Tourism Department** of the Authority to provide clarifications, if any.
4. **DISQUALIFICATION OF THE APPLICANT**

The applicant shall be disqualified if it is discovered that it has wrongly stated/manipulated the facts and figures in the proposal at any stage before the award of the assignment. Any applicant/ Unit trying to influence the evaluation process by any means shall be disqualified. Earnest Money Deposited would be forfeited in such a case.

5. **KEY DATES**

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Events</th>
<th>Date</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Start date for Issuance/ sale of RFP Document</td>
<td>11.08.2018</td>
</tr>
<tr>
<td>2</td>
<td>Last date for issuance/sale of RFP Document</td>
<td>27.08.2018</td>
</tr>
<tr>
<td>3</td>
<td>Last date for Submission of Queries</td>
<td>04.09.2018</td>
</tr>
<tr>
<td>4</td>
<td>Pre-Bid Conference (conf.hall of Tourism Deptt.)</td>
<td>06.09.2018, 11 A.M.</td>
</tr>
<tr>
<td>5</td>
<td>Reply to Pre-Bid Queries</td>
<td>10.09.2018</td>
</tr>
<tr>
<td>6</td>
<td>Issue of Corrigendum if any</td>
<td>10.09.2018</td>
</tr>
<tr>
<td>7</td>
<td>Last date and time for Proposal submission</td>
<td>15.09.2018, 1 PM</td>
</tr>
<tr>
<td>8</td>
<td>Date and time for opening of Technical bids</td>
<td>15.09.2018, 3 PM</td>
</tr>
<tr>
<td>9</td>
<td>Date and time for opening of Commercial bids</td>
<td>Shall be intimated later</td>
</tr>
</tbody>
</table>

For further details and queries, please contact the undersigned.

Sd/-

Director & Addl. Secretary to Government
Department of Tourism
Paryatan Bhawan
Museum Campus, Bhubaneswar
Tel.No. (0674) 2432177
About Authority

1. Background:

India is fast emerging as an important tourism destination in the World. The ‘Incredible India Campaign’ has attracted worldwide attention. Odisha in spite of being the “Soul of Incredible India” and 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 Odisha’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 Odisha (Authority) has decided to engage a Programme Management Unit (PMU) for a period of 3 years.

2.1 Bidding Procedure

The Unit fulfilling the eligibility conditions as laid down in Section 2.3 in this RFP shall submit the Bids in three separate covers (as per the format given in Annexure II), as follows:

Cover (A) would include the Technical Bid i.e. the proposal and documents in support of the eligibility conditions as mentioned above.

Cover (B) would include the Commercial Bid.

Cover (C) would include the EMD and Bid Processing Fees.

2.2 Joint Venture/ Consortium shall be allowed with maximum of 2 members.

2.3 Submission of Bids

The envelopes should be super-scribed as “Request for Proposal for Appointment of Project Management Unit (PMU) for providing Consultancy Services to Department of Tourism, Government of Odisha - Technical Bid/ Commercial Bid” as the case may be. EMD and Bid Processing Fee shall be submitted in a separate small envelope clearly marked “EMD and Bid Processing Fees”
The three envelopes (Technical Bid, Commercial Bid, EMD and Bid Processing Fees) should be enclosed in a large cover super-scribed as “Request for Proposal for Appointment of Project Management Unit (PMU) for providing Consultancy Services to Department of Tourism, Government of Odisha”

Every sheet and all forms complete in all respect shall be signed by the person / persons duly authorized to sign on behalf of the applicants. Any/ all corrections made in the offer shall be duly authenticated by the signature of the authorized signatory.

3. Terms of Payment

Payment of professional fee will be made on monthly basis upon the submission of an invoice backed by Monthly Progress Reports outlining the areas covered in Section 2 of this Annexure of RFP. Payment of professional fees would be made within two weeks of submission of invoices.

4. Penalty Clause

For non-performance, the following, all or any penalties may be imposed on the selected Unit:

(i) Forfeiture of Bank Guarantee in case of any midway unilateral withdrawal from the assignment.
(ii) EMD will be forfeited in case of any midway unilateral withdrawal from the Bidding process.
(iii) On account of circumstances beyond the control of the PMU like natural calamities and any other unforeseen events and upon formal notification, the Department may give time to the PMU to complete the activities and in such a case will not hold up the payment that is due for a particular month.

5. Period of the Assignment

The tenure of assignment / contract would be for a period of 36 (thirty-six) months from the date of signing of agreement.

6. Performance Security Deposit

After selection of suitable applicant as PMU, the amount of EMD shall be refunded to the unsuccessful bidders. The EMD of the successful Bidder shall be retained by Authority till the signing of agreement.

In addition, performance security shall be obtained from the selected applicant in the form of bank guarantee to the tune of 5% of the contract value (Professional fee as calculated for 36 months). Performance security in the form of bank guarantee shall initially be valid till the end of the agreement and in case the
assignment extends beyond the period, the validity of the bank guarantee shall be suitably extended.

7. Validity of Bid

The application Bid shall be valid for a period of 180 days from the last date of submission of application.

8. Withdrawal/Amendment to Bid

At any time prior to the last date of receipt of Bids, the Department, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the Department may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the invitation to RFP.

The Department reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal, without assigning any reasons.

9. Rejection of Application/Bid

The application / Bid for appointment as PMU is liable to be rejected, if:

   a. It is not received in proper sealed cover with superscription as indicated above.
   b. It is not in prescribed form and not containing all required details/information/documents.
   c. It is not properly signed.
   d. It is received after the due date and time.
   e. Bid is received by telex, fax, telegram or e-mail.
   f. Bid received without cost of Bid document and EMD.

10. The Authority reserves the right to:

   a) To reject any/all application without assigning any reasons thereof
   b) To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the Authority
   c) To include any other items in the Scope of Work at any time after consultation in the pre-Bid meeting or otherwise during the course of implementation of the mentioned scope of work.
Annexure I

Technical Bid Submission Form

To

Director & Addl. Secretary to Government
Department of Tourism
ParyatanBhawan
Museum Campus, Bhubaneswar

Sub: Request for Proposal for Appointment of Project Management Unit (PMU) for providing consultancy services to Department of Tourism, Government of Odisha.

Dear Sir,

We, the undersigned, offer to provide services for the captioned assignment in accordance with your Expression of Interest cum Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under separate envelopes.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, i.e., before the Bid Due Date mentioned in the Data Sheet of the RFP, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations. We understand you are not bound to accept any Bid you receive.

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm: Address:
Annexure II

Declaration
(On Applicant’s Letter Head)

To

Director & Addl. Secretary to Government
Department of Tourism
Paryatan Bhawan
Museum Campus, Bhubaneswar

Sub: Request for Proposal for Appointment of Project Management Unit (PMU) for providing consultancy services to Department of Tourism, Government of Odisha.

Sir,
1) With reference to the RFP for ........................................, dated ................................., I/we, having examined the RFP and understood their contents, hereby submit my/our Bid for the captioned assignment. The Bid is unconditional and unqualified.
2) All information provided in the Bid and in the Appendices is true and correct.
3) This statement is made for the purpose of qualifying as a bidder for undertaking the captioned assignment.
4) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6) We certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any project or contract nor have had any contract terminated for breach on our part.
7) We certify that we have not been barred by Department of Tourism, Government of Odisha (GoO), or any other state government in India (SG) or Government of India (GoI), or any of the agencies of GoO/SG/GoI from participating in their projects.
8) I/ We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
9) I/ We do not have any conflict of interest in accordance the RFP document;
10) 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 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

11) 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.

12) 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 captioned assignment, without incurring any liability to the bidders, in accordance with the RFP.

13) I/ We declare that we are not a Member of any other firm submitting a Bid for the captioned assignment.

14) I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the captioned assignment.

15) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

16) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.

17) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the captioned assignment and the terms and implementation thereof.

18) In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

19) I/We have studied the RFP carefully and also understood the scope of the assignment. We understand that except to the extent as expressly set forth in the 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 assignment.
20) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Agreement. (Annexure-I Attached)

21) I/We offer and attach as specified Non-refundable processing fee of Rs. 10,000 Page (Rupees Ten Thousand Only) (including GST) in the form of demand draft.

22) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RFP.

23) I/We agree and undertake to abide by all the terms and conditions of the RFP.

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

Yours faithfully,

(Signature of the Authorized signatory)

(Name and designation of the Authorized signatory)

Date: ______________________

Place: ______________________

Name and seal of Bidder: ________________________________
POWDER OF ATTORNEY FOR SIGNING OF BID

Know all men by these presents, we, _________________________ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise 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 Appointment of Project Management Unit (PMU) for Department of Tourism, Government of Odisha” by XYZ (the “Authority”) including but not limited to signing and submission of all applications, Bid and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said assignment and/or upon award thereof to us and/or till the entering into of the Agreement with the 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 HAS EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF 20**.

For _________________ (Signature) (Name, Title and Address)

Note: Board resolution confirming the Authority of the signatory to submit the proposals could also be provided as an substitute to the Power of Attorney.
Annexure IV

Details of the Bidder
(on the letterhead)

(a) Name of Bidder

(b) Address of the office(s)

(c) Date of incorporation and/or commencement of business (Please attach certified copy of registration of Firm)

Details of individual(s) who will serve as the point of contact / communication for the Department with the Bidder.

(a) Name

(b) Designation

(c) Company/Firm

(d) Address along with Pin code

(e) Telephone number

(f) E-mail address

(g) Fax number

(h) Mobile number
Annexure V

DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS
(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)

<table>
<thead>
<tr>
<th>Project Name</th>
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<tbody>
<tr>
<td>Project Location</td>
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<tr>
<td>Project Cost</td>
<td></td>
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<tr>
<td>Name of Client</td>
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<tr>
<td>Start Date</td>
<td></td>
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<tr>
<td>Completion Date</td>
<td></td>
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<tr>
<td>Name of Associated Firm (s)</td>
<td></td>
</tr>
<tr>
<td>Name of Senior Staff and Function performed</td>
<td></td>
</tr>
<tr>
<td>Detailed Narrative Description of Actual Services provided by the firm</td>
<td></td>
</tr>
<tr>
<td>Approx. Value of Services (INR)</td>
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Notes: Supporting documents (Work Orders or agreements) should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation.
DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR UNDERTAKING THE ASSIGNMENT

The bidders are advised to present its Technical Bid divided into the following chapters:
  a) Understanding of TOR, Technical Approach and Methodology
  b) Work Plan

Understanding of TOR, Technical Approach and Methodology: The firm should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The firm should highlight the problems to be addressed along with their importance and explain the technical approach the Firm would adopt to address them. The firm should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan: In this chapter the firm should propose the main activities of the assignment, detailed action plan for the implementation of the project. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of documents to be delivered as final output should be included here.
## Annexure VII

### TEAM COMPOSITION AND TASK ASSIGNMENTS

<table>
<thead>
<tr>
<th>Name of Expert</th>
<th>Firm name</th>
<th>Area of Expertise</th>
<th>Position Assigned</th>
<th>Tasks Assigned</th>
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Annexure VIII

CURRICULUM VITAE OF PROPOSED STAFF

1. Proposed Position:
2. Name of Firm:
3. Name of Expert:
4. Date of Birth:
5. Nationality:
6. Education:

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<thead>
<tr>
<th>Degree</th>
<th>College/ University</th>
<th>Year</th>
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7. Countries of work experience:
8. Employment Record relevant to the Assignment {Starting with the present position list in reverse order}:

<table>
<thead>
<tr>
<th>Name of Organization</th>
<th>Position Held</th>
<th>Duration</th>
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9. Languages:

10. Detailed tasks assigned
11. Work Undertaken:
    Name of Assignment:
    
    Client:
    
    Project Details:
    Main project features:
    Activities performed:
    Project Status:

12. Certification
    
    I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualification and my experience.

    Name of Authorized                      Signature
    Date
    Representative of the Consultant
Annexure IX

- ANNUAL TURNOVER IN LAST THREE FINANCIAL YEARS FROM CONSULTING SERVICES with supporting documentation including Balance Sheets and Profit and Loss Statements (certified by statutory auditor of the firm)
Annexure X

FINANCIAL BID SUBMISSION FORM

To

Director & Addl. Secretary to Government
Department of Tourism
Paryatan Bhawan
Museum Campus, Bhubaneswar

Sub: Request for Proposal for Appointment of Project Management Unit (PMU) for providing consultancy services to Department of Tourism, Government of Odisha.

Having gone through the RFP and having fully understood the scope of work for the captioned assignment as set out in the RFP; we are pleased to quote the following Professional fees (exclusive of applicable taxes) for the Assignment:

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<th>In Figure</th>
<th>In Words</th>
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The man-month fee rates for each of the proposed expert is as follows:

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<tr>
<th>S.No.</th>
<th>Position</th>
<th>Name of Expert</th>
<th>Man-Month rate (Rs. Per month)</th>
</tr>
</thead>
</table>
Annexure XI

Draft Memorandum of Agreement
(On INR 100 Stampaper)

This Agreement has been entered into at Bhubaneswar this ......th day of ....[MONTH], 2017

Between

(M/s ABC) incorporated in India under the .............. and having its registered / head office at ..................... (hereinafter referred to as ‘..........' or “FIRST PARTY”) which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the FIRST PARTY.

AND

The Governor of Odisha acting through the _____,Director & Additional Secretary to Government Department of Tourism, having its office at ___________ (hereinafter referred to as “Authority” or “SECOND PARTY”) which expression shall unless repugnant to the context of meaning thereof include its successors and assignees of the SECOND PARTY.

WHEREAS FIRST PARTY (M/s ABC) is......................

WHEREAS SECOND PARTY:

(A) Department of Tourism, Government of Odisha is entrusted with the development of tourism in the state and has already come up with Tourism Policy for shaping up tourism infrastructure and promote major tourism destinations in the state.

(B) To achieve the abovementioned objective, 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. The FIRST PARTY shall perform its obligations as per the details mentioned in Clause 2 of this Agreement

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

(1). DEFINITIONS

(a) “Approval” means approval in writing by designated officers of Authority.

(b) “Force Majeure” means any event or circumstance or combination of events or circumstances which prevents the party claiming Force Majeure (the ‘Affected
Party’) from performing its obligations under this MOU and which event or circumstance (i) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State of God including, but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in applicable law.

(c) “Project Management Unit” or “PMU” for purpose of this MOU means............., appointed as such by Authority for providing advisory services to shape up tourism infrastructure and promote major tourism destinations in the State of Odisha.

(d) “Services” shall have meaning ascribed thereto in clause 2 hereto.

(e) Any other term not defined above, shall have the same meaning as described in the guidelines of the scheme.

(2). APPOINTMENT OF PMU AND SCOPE OF SERVICES

Authority hereby appoints M/s ABC and M/s ABC hereby agrees to act as ‘Programme Management Unit (PMU)’ to assist Authority in the following mentioned scope of work (‘Services’):

SCOPe OF WORK

The PMU will work in tandem with the existing Department staff with focus on monitoring and evaluation of new and existing projects and create a robust database for all the projects undertaken by the department.

The selected applicant shall provide dedicated Key Personnel and work directly under the Department of Tourism, Government of Odisha and shall be responsible, amongst others, for the following services:

G. Tourism Master Plan and Policy

Provide assistance in creating a Tourism Master Plan for the State covering:

- As-is- Assessment & Gap Analysis
- Tourism Concepts and Products
- Infrastructure requirements
- Marketing & Positioning
- Project specific spatial planning
- Institutional framework
- Action Plan
Provide support on appropriate additional policy initiatives

**H. Investment promotion and investor facilitation**

1. Provide technical assistance in identification of tourism projects to attract private sector investments and creating a shelf of investable projects
2. Assist in organizing domestic/international road shows and investor outreach initiatives to attract tourism sector investments
3. Provide handholding support in tourism sector proposals appraisal and institutionalizing the project facilitation framework till implementation, including PPP advisory
4. Provide knowledge support in implementation of various tourism promotion campaigns to be implemented in coordination with other media/PR agencies, including IT support
5. Project structuring, TA support and Implementation for major projects like Shamuka, Talasari, etc.

**I. Procurement and PPP transaction advisory support**

1. Provide handholding support to Tourism department on various procurement requirements.
2. Provide transaction advisory and bid process management support in development and operations of various tourism projects in the State on PPP mode and procurement activities covering scope such as:
   - Feasibility assessment
   - PPP options structuring
   - Bid documents preparation
   - Assistance in bid process till signing of agreement

**J. Infrastructure Development Support**

1. Infrastructure gap analysis for the sector
2. Identification of new infrastructure projects and formulation of implementation strategy – mode of development, financing, timelines, etc.
3. Assist in filling for required statutory clearances related to State developed tourism projects
4. Evaluation of infrastructure project designs and plans
5. Assist in standardization of designs and models for Government developed tourism infrastructure
6. Assistance in implementation of identified infrastructure projects
7. Developing a shelf of projects, for submission to Ministry of Tourism under different schemes.
8. Design a post implementation strategy for O & M of State funded projects
9. Leveraging Funds from Central Govt. schemes/CSR.
K. Media and Marketing Support

1. Marketing, Positioning, Brand building and Product development
2. Development of a media & PR plan, Outreach campaigns development and implementation in support of Media/PR partner
3. Assisting the Media/PR agency with knowledge support
4. Development of knowledge and marketing collaterals
5. Pre & Post event follow ups for tourism events including G2B meetings
6. Monitoring and Evaluation of Social media outreach campaigns by Media/PR agency
7. Development of case studies and success stories from the State

L. IT support

1. Development of an integrated dashboard for all tourism related activities and assets in the State
2. Provide assistance in project implementation monitoring of various tourism projects in the State through effective MIS framework
3. Assisting department in monitoring and evaluation of the departmental portal development (done through 3rd party)
4. Assist in conceptualization and development/integration of a GIS based land bank portal (by 3rd party)

(3). RESPONSIBILITIES OF AUTHORITY AND DEPARTMENT OF TOURISM

(a) Department of Tourism, Government of Odisha will duly notify and inform all the relevant stakeholders including industry and industry associations, district administration, concerned Ministries/organizations of Government of Odisha, banks and financial institutions on requirement basis about appointment of M/s ABC as PMU.

(b) Authority would provide all necessary facilitating support to M/s ABC in discharge of the services mentioned in para 2 above.

(c) Shall provide office space, furniture, stationaries free of cost for the proposed PMU

(4). PAYMENT TERMS

SECOND PARTY will pay a Professional Fee of Rs. .................to FIRST PARTY towards carrying out this assignment which will include professional fee, travel, boarding & lodging, communication, service tax and all out of pocket expenses but will exclusive of applicable taxes.

(5). COMMENCEMENT

M/s ABC shall commence the work within one month from the date of signing of MOU /agreement.
(6). CO-ORDINATION AND MONITORING

M/s ABC would coordinate, monitor and guide implementation of projects under Scheme. M/S ABC shall submit monthly progress report to Authority on progress and seek inputs, directions and approvals, as the case may be.

(7). VALIDITY

This MOU shall be valid until and unless it is expressly terminated. During validity of MOU, Authority and ................. will take effective steps for implementation of MOU.

(8). PENALTY

For non-performance in relation to scope of work related to Second Party, following penalty would be imposed on the Second Party by First Party, until and unless such delay is condoned by First Party for valid and acceptable reasons, after due consideration:

(i) Deduction of 1% (one percent) of fee for each week of delay or part thereof, wherever any deadline is fixed.
(ii) Forfeiture of performance security in case of any midway unilateral withdrawal from the assignment.

Provided however, that such penalty shall not exceed the Performance Guarantee (5% of the Professional Fee). Provided further, that the contract may be terminated if such Penalty exceeds the Performance Guarantee, subject to provisions of Clause 11 (Termination). Provided further, that no penalty shall be payable by Second Party for delays attributable to First Party and/or project implementing agency and/or occurrence of a Force Majeure event.

(9). PERFORMANCE GUARANTEE

M/s ABC will deposit performance securing bank guarantee equivalent to 5% of the aggregate professional fee amount payable during the period of the agreement.

(10). FORCE MAJEURE

(i) Breach of MoU / Agreement
The failure of a Party to fulfill any of its obligations under MoU shall not be considered to be a breach of, or default under this MoU insofar as such inability arises from an event of Force Majeure, provided that Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out terms and conditions of this MoU, and (ii) has informed other Party as soon as possible about occurrence of such an event.

(ii) Extension of Time
Any period within which a Party shall, pursuant to this MoU, complete any action or task, shall be extended for a period equal to time during which such Party was unable to perform such action as a result of Force Majeure.
(11). TERMINATION

(a) **Termination by Authority**
Authority may terminate this MoU, by not less than thirty (30) days’ written notice of termination to M/s ABC, to be given after occurrence of any of events specified in paragraphs (i) through (iii) below:

(i) if M/s ABC does not remedy a failure in performance of its obligations under MoU, within sixty (60) days of receipt after being notified or within such further period as Authority may have subsequently approved in writing;
(ii) if M/s ABC becomes insolvent or bankrupt; or
(iii) if, as result of Force Majeure, Authority is unable to perform a material portion of obligations for a period of more than sixty (60) days.

(b) **Termination by PMU**
PMU may terminate this MoU, by not less than thirty (30) days’ written notice to Authority, such notice to be given after occurrence of any event specified below:

(i) if Authority fails to pay any money due to M/s ABC pursuant to this MOU within sixty (60) days after receiving written notice from M/s ABC that such payment is overdue; or
(ii) if, as the result of Force Majeure, M/s ABC is unable to perform a material portion of Services for a period of not less than sixty (60) days.

(d) The termination of this MoU shall not prejudice or affect in anyway rights and benefits accrued or liabilities and duties imposed on parties of this MOU.

(12) **REPLACEMENT OF CONSULTANT**

If the Agency requests to change a resource, a minimum of one month notice needs to be provided to the department. Additionally, the agency must present a replacement of same or higher qualifications to the Department. The profile of the replacement must be approved by the Department one month in advance in order to proceed with the change.

(13). **MISCELLANEOUS CLAUSES**

(a) **M/s ABC** shall notify to Authority of any material change in its status or shareholding, in particular, where such change would impact on performance of obligations under the MoU.

(b) Any failure or delay on part of Authority to exercise right or power under MoU shall not operate as waiver thereof.

(c) Workers, employees, staff or agents engaged or employed by or on behalf of **M/s ABC** shall neither be nor deemed to be worker, employee, staff or agents of Authority under any circumstances what so ever and there is no such agreement for or regarding workers of **M/s ABC** as well as of Authority.
(d) Notwithstanding anything in this MoU, in no event shall Authority be liable under laws of contract, tort, misrepresentation warranty, negligence, strict liability or otherwise, for any special indirect, incidental or consequential damages (including loss of profit arising out of in connection with this MoU).

(e) Neither execution and delivery by M/s ABC of this MoU nor performance by M/s ABC of its obligations hereunder will violate, conflict with, or result in breach of, or constitute a default under, any provision of law, statute, rule or regulation or any judgment, order, or decree of any court of governmental body applicable to it, or its articles of incorporation or by-laws.

(13). ARBITRATION

(a) It is hereby agreed between the two Parties that Project shall be executed in manner and form outlined in this Agreement and Scheme Guidelines. If any dispute or difference of any kind whatsoever arises between Parties in connection with or arising out of or relating to or under this Agreement or under the Scheme, the Parties shall promptly and in good faith negotiate, with a view to reaching an amicable resolution and settlement. In event no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator who shall be appointed by mutual consent of both parties. Both parties shall suggest names of three arbitrators and agree on a mutually acceptable arbitrator. The seat of arbitration shall be Bhubaneswar and arbitration shall be conducted in English language. Arbitration and Conciliation Act, 1996, shall govern arbitral proceedings.

(b) Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

(c) The High Court of Odisha alone shall have jurisdiction with respect to arbitration or any other dispute.

(14) Liability of Second Party

The aggregate liability of the Second Party under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total professional fee hereunder unless otherwise it is decided by any competent court or under arbitration.
(15) **Indemnity**

The Second Party will indemnify the First Party, for an amount not exceeding total professional fee hereunder, for any direct loss or damage that is caused due to Second Party’s fraud, wilful misconduct, gross negligence, breach of confidentiality or breach of third party intellectual property rights in the performance of the services.

IN WITNESS WHEREOF the Parties thereto have put their hand this day and date first above mentioned

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For and on behalf of

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<th>Department of Tourism, Government of Odisha</th>
<th>Representative of PMU</th>
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Witnesses:

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