RFP
for
engagement of an agency for providing consultancy services for project management and other services

by
Department of Tourism,
Government of Bihar

Department of Tourism
Government of Bihar
1st Floor, New extension Building
Old Secretariat
Patna- 800015
Bihar
DISCLAIMER

The purpose of this RFP is to provide the Applicant(s) with information to assist in the formulation of their Applications. This RFP does not purport to contain all the information each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for Department of Tourism, Bihar (DOT), their employees or advisors to consider the business/ investment objectives, financial situation and particular needs of each Applicant who reads or uses this RFP. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP and where necessary obtain independent advice from appropriate sources. DOT, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP. DOT may, in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP.

The issue of this RFP does not imply that the DOT is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the DOT 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 DOT or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain the responsibility of the Applicant and the DOT 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 and submission of the Proposal, regardless of the conduct or outcome of the Selection Process.
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RFP for Engagement of an agency for providing consultancy services for project management and other services

The Department of Tourism, Govt. of Bihar invites proposals for “Engagement of an agency for providing consultancy services for project management and other services”

Further details of the services required are provided in the enclosed Scope of Services.

All information contained in this RFP should be treated as commercially confidential and should be disseminated on a need to know basis. The dates for the submission and opening of the Bids are as follows:

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<tr>
<td>1</td>
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<td>6.3.2019</td>
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<td>20.3.2019</td>
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<td>3</td>
<td>Date of Pre – proposal conference</td>
<td>28.3.2019 11 AM</td>
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<td>4</td>
<td>Proposal Due Date (PDD)</td>
<td>16.4.2019 1 PM</td>
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<td>5</td>
<td>Date and Time of opening Technical Proposal</td>
<td>16.4.2019 3 PM</td>
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<td>6</td>
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<td>To be informed later</td>
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<tr>
<td>7</td>
<td>Tender Fees</td>
<td>Rs 25,000/-</td>
</tr>
<tr>
<td>8</td>
<td>Earnest Money Deposit</td>
<td>Rs 1,50,000/-</td>
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<tr>
<td>9</td>
<td>Place for Pre proposal meeting and proposal submission</td>
<td>Department of Tourism</td>
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<td>Government of Bihar</td>
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<td>1st Floor, New extension Building</td>
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<td>Old Secretariat</td>
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<td>Patna- 800015</td>
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<td>Bihar</td>
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<tr>
<td>10</td>
<td>Time for submission of Bids</td>
<td>10 AM - 5 PM on working days</td>
</tr>
</tbody>
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Tender fee and EMD are payable by separate Demand Drafts drawn on any Nationalised Bank payable in favour of Department of Tourism, payable at Patna

Please note that while all the information and data regarding this RFP is to the best of Authority’s knowledge accurate within the considerations of scoping the proposed project, the Authority holds no responsibility for the accuracy of this information and it is the responsibility of the proposed bidders to check the validity of data included in the document.

The Documents can be downloaded at the website: [www.bihartourism.gov.in](http://www.bihartourism.gov.in)

Additional Secretary
Department of Tourism
1. Introduction

Background

The Department of Tourism, Government of Bihar is the Nodal Agency for development of tourism-related activities and initiatives in the state of Bihar. In order to achieve its objectives to promote Sustainable Tourism with a view to create employment opportunities and to preserve, enrich and promote Bihar unique cultural heritage, natural resources in an effective & well-coordinated manner, Department of Tourism, Government of Bihar proposes to engage an agency for providing consultancy services for project management and other services.

Objectives of the assignment

With the aim of boosting the tourism potential in the State of Bihar, the Department of Tourism proposes to engage an agency for providing consultancy services for project management and other consultancy services with the following targeted milestones:

- Tourism Development Planning/Strategy for the State to increase tourist footfalls, both national and international.
- Selection of a Marketing Partner for enhanced marketing and branding of the State Tourism.
- Successful representation and investment promotion of the State Tourism Department at various National and International Tourism Promotional Events (Travel mart, Road show etc.)
- A calendar of events for the Bihar Tourism Department that can be presented and promoted at all National and International platforms.
- Planning of new policy initiatives, special incentives and suggest best use of tourism properties owned by the Tourism Department to give an overall boost to the tourism industry in the State.
- Development of an exhaustive Common Application Form and a Single Window framework for the approval process of Travel agent/ Touroperators/Hotels and other stakeholders.
- Development of new tourism programmes or marquee events that can be held annually.
- Achievement of noteworthy outcomes and enhanced presence of Bihar Tourism from the existing Tourism programmes such as Rajgir Mahotsav, Travel Mart, Buddhist conclave etc. by strengthening and
marketing the same at a largescale.

1.1 **Request for Proposal**

The Department of Tourism, Government of Bihar is issuing Request for Proposal (RFP) to request bids (technical and financial bids) from interested and eligible firms/ agencies/ organizations (the "Applicants") to engage an agency for providing consultancy services for project management and other services to support the Department for a period of 12 months. The contract can be extended for a further period of 12 months by mutual agreement if the department feels existence of the need and performance is found satisfactory. The agency shall undertake the assignment as defined in the Terms and Conditions mentioned in this RFP document.

1.2 **Procurement of RFP Document**

RFP document can be downloaded from the official website of the Departmental www.bihartourism.gov.in.

1.3 **Validity of the Proposal**

The proposal must be valid for 180 days from the Proposal Due date (PDD) during which the Bidder must ensure the availability of the professional staff proposed for the assignment. The Department will make its best effort to complete negotiations within this period.

1.4 **Schedule of selection process**

The date of release of RFP i.e. the day from which the sale of RFP starts would be known as the RFP Release Date (RRD).

1.5 **Communications**

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

**Additional Secretary**  
Department of Tourism,  
Government of Bihar  
1st Floor New extension Building,  
Main Secretariat,  
Patna -800001 (Bihar)

E-Mail: jsbihartourism@gmail.com  
Website: bihartourism.gov.in
All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

"Engagement of agency for providing consultancy services for project management and other services for Department of Tourism, Government of Bihar"

1.6 Joint Venture/ Consortium are not allowed and such proposals shall be summarily rejected.

1.7 Contents of the RFP

The RFP includes the following documents:

This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below and will additionally include any Modification / Addendum / Amendment / Corrigendum issued in accordance with Clause 2.11:

1. Introduction
2. Instructions to Bidders
3. Terms of Reference (TOR)
4. Criteria and Procedure of Evaluation

Appendices

Appendix-I: Technical proposal

Form 1: Letter of Proposal

Form 2: Particulars of the Bidder
Form 3: Financial Capacity of the Bidder Form
4: Description of experience of bidder
Form 5: Curriculum Vitae (CV) for proposed professional staff
Form 6: Team composition and Task assignments

Appendix – II: Financial Proposal

Form 1: Financial Proposal

Appendix-III

1. Form of Agreement (will be provided later)
2. Form of Bank Guarantee for Performance Security (will be provided later)
3. Form of Power of Attorney
2. Instruction to Bidders

A. General

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services and other requirements relating to services are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.

2.1.2 Bidders are advised that the selection of agency will be on the basis of an evaluation by the department through the Selection Process specified in this RFP. Bidders shall be deemed to have understood and agreed that no explanation or justification for any aspect of the Selection Process will be given and that the Department’s decisions are without any right of appeal whatsoever.

2.1.3 The Bidder shall submit its Proposal in the form and manner specified in this RFP. The Technical proposal shall be submitted in the form as per Appendix-I and the Financial Proposal shall be submitted in the form as per Appendix-II. Upon selection, the Bidder shall be required to enter into an agreement with the Department.

2.2 Conditions of Eligibility of Bidders

2.2.1 Bidders must read carefully the conditions of eligibility (the “Conditions of Eligibility”) provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.2.2 As part of the evaluation, the applicant should fulfill the Minimum Qualification Criteria as per Clause 4.1.1(c). In case, an Applicant does not fulfill the Minimum Qualification Criteria, the Proposal of such Applicant shall summarily be rejected.

2.2.3 A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder stating that he is authorized to execute documents and to undertake any activity associated with the Bidder’s Proposal.

2.2.4 Any entity which has been barred by the Central/State Government in India or any entity controlled by them, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit the Proposal.
2.3 Conflict of Interest

The selected Bidder shall not receive any remuneration in connection with the assignment except as provided in the Agreement. The Bidder and its affiliates shall not engage in consulting activities that conflict with the interest of the Department under the contract. It should be the requirement of the contract that the Bidder should provide professional, objective and impartial advice and at all times hold The Department’s interest paramount, without any consideration for future work and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Bidder shall not be hired for any assignment that would be in conflict with their current obligations to the Department, or that may place them in a position of being unable to carry out the assignment in the best interest of the Department. Without limitation on the generality of the foregoing, Bidder shall not be hired, under the circumstances set forth below:

a. **Conflict among assignments**: Neither Bidder (including their personnel and) nor any of their affiliates shall be hired for any assignment that, by its nature, may be in conflict with another assignment of the Service Providers.

b. **Relationship with Employer’s staff**: Bidder (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of the Employer's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing department, for thereason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultants work.

2.4 Number of Proposals

A Bidder is eligible to submit only one proposal for the selection of consultants.

2.5 Cost of Proposal

2.5.1 The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process. The Department will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome.
of the Selection Process.

**2.5.2 Cost of RFP Document**

The RFP Document can be purchased from Department of Tourism, 1st Floor extension building, old secretariat, Patna, Bihar at the cost of Rs. 25,000/- in the form of Demand Draft of any nationalized/scheduled bank in favour of “Director Tourism, Bihar” payable at Patna. The RFP document can also be downloaded from the website "www.bihartourism.gov.in/tender" however while submitting the proposal it should be accompanied with a demand draft as per given details. The proposal without the cost of the document will not be considered for evaluation.

**2.6 Acknowledgement by Applicant**

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

a. made a complete and careful examination of the RFP;

b. acknowledged that it does not have a Conflict of Interest; and

c. Agreed to be bound by the undertaking provided by it under and in terms hereof.

**2.7 Right to reject any or all Proposals**

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

2.7.2 The Department reserves the right to reject any Proposal 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 Department, the supplemental information sought by the Department for evaluation of the Proposal.

2.7.3 Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/ rejection occur after the Proposals have been opened and the highest ranking Bidder gets disqualified/ rejected, then the Department reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the Department, including annulment of the Selection Process.
B. Preparation, Submission, Receipt and Opening of Proposals

2.8 Language

The Proposal with all accompanying documents (the “Documents”) and all Communications in relation to or concerning the Selection Process shall be in “English” Language and strictly on the forms provided in this RFP. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case any of these documents is in another language, it must be accompanied by an accurate translation of the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.9 Format and signing of Proposal

2.9.1 The Bidder shall provide all the information sought under this RFP. The Department would evaluate only those Proposals that are received in the specified forms and complete in all respects.

2.9.2 The Bidder shall prepare one original set of the Documents comprising separate sealed envelopes containing the technical (with originals/ copies of documents required to be submitted along therewith pursuant to this RFP) and financial proposal, clearly marked as Technical Proposal and Financial Proposals. Both these envelopes will be placed in a single envelope clearly marked “ORIGINAL”. In addition, the applicant shall submit 1 (one) copy of only the Technical Proposal marked “COPY” and not the copy of Financial Proposal in any case. The proposal will be submitted in accordance with the Clause 2.14. In the event of any discrepancy between the originals and the copies, the original shall prevail.

2.9.3 The Proposal shall be typed and signed by the authorized signatory of the Bidder who shall initial each page. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by a duly authorized person holding the Power of Attorney (the “AuthorizedRepresentative”).

2.9.4 A copy of the Power of Attorney certified under the hands of a director of the Bidder or a notary public on the specified form shall accompany the Proposal.
2.10 Clarification

2.10.1 Bidders requiring any clarification on the RFP may send their queries to the Department in writing (by post or e-mail) within the stipulated time as mentioned in the Schedule of Selection Process at Clause 1.4.

2.10.2 The Department will respond to such requests and issue a consolidated clarification prior to submitting the proposals. (Including an explanation of the query, but without identifying the source of inquiry).

2.10.3 The Department reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring The Department to respond to any question or to provide any clarification.

2.11 Amendment/ Modification to RFP documents

2.11.1 At any time prior to the deadline for submission of Proposal, the Department may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the RFP document by the issuance of Modified RFP / Addendum / Amendment through posting it only on its Website.

2.11.2 All such amendments/ modified RFP will be posted only on the Website and will be binding on all Bidders. Bidders are requested to check DoT website.

2.11.3 In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Department may, in its sole discretion, extend the Proposal Due Date.

2.12 Technical Proposal

2.12.1 Bidders shall submit the technical proposal in the formats as per Appendix-I (the “Technical Proposal”).

2.12.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that CVs of all the team members, duly signed by the authorized signatory have been submitted.

2.12.3 Failure to comply with the requirements shall make the Proposal liable to be rejected.

2.12.4 The Technical Proposal shall not include any financial information relating to the Financial Proposal.

2.12.5 The Department reserves the right to verify all statements, information and documents, submitted by the Bidder in response to the RFP. Failure of the Department to undertake
such verification shall not relieve theBidder of its obligations or liabilities hereunder nor will it affect any rights of the Department thereunder.

2.12.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the 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 Consultant either by issue of the LOA or entering into of the Agreement, and if the Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Department without the Department being liable in any manner whatsoever to the Applicant or Consultant, as the case may be. In such an event, the Department shall forfeit and appropriate the EMD as mutually agreed pre-estimated compensation and damages payable to the Department for, inter alia, time, cost and effort of the Department, without any other right or remedy that may be available to the Department.

2.13 Financial Proposal

2.13.1 Bidders shall submit the financial proposal in the format as per Appendix-II (the “Financial Proposal”) clearly indicating the Monthly Retainership fees of the Consultancy in both figures and words, in Indian Rupees, and signed by the Applicant’s authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

2.13.2 While submitting the Financial Proposal, the Bidder shall ensure the following:

a. All the costs associated with the assignment shall be included in the Financial Proposal as a “Monthly Retainership fees”. These shall cover remuneration for all the Personnel, equipment, out of pocket expenses viz. travelling, boarding and lodging etc. for travel to and within Patna. In case of travel outside Patna to other cities, the out of pocket expenses would be reimbursed on actual. The amount indicated in the Financial Proposal shall be without any condition and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered non-responsive and liable to be rejected.

b. The Financial Proposal shall take into account all expenses mentioned above excluding applicable Tax.
2.14 Submission of Proposal

2.14.1 The Bidder shall submit the Proposal in hard bound form with all pages numbered serially and by giving an index of submissions. Each page of the submission shall be signed by indelible ink by the Authorized Representative of the Bidder. The Bidder shall be responsible for its accuracy and correctness as per the version uploaded in the website by the Department and shall ensure that there are no changes caused in the content of the downloaded document. In case of any discrepancy between the downloaded or photocopied version of the RFP and the original RFP issued by the Department the later shall prevail.

2.14.2 The Proposal will be sealed in an outer envelope which will bear the address of the Department and mentioning the name and address of the Bidder.

2.14.3 “Engagement of agency for providing consultancy services for project management and other services”

2.14.4 The aforesaid outer envelope will contain two separate sealed envelopes; one clearly marked “Technical Proposal” and the other clearly marked “Financial Proposal”. The envelope marked “Technical Proposal” shall contain:

a. Application in the prescribed format (Form 1 of Appendix-I) along with Forms 2 to 7 of Appendix-I and supporting documents;

b. C.A Certificate of average turnover for the preceding three years as mentioned in this document according to the Clause No 4.1.1 (c) and;

c. EMD as specified in Clause No. 2.18 in a separate sealed envelope

d. Demand draft for the Cost of RFP Document if downloaded from website or copy of the receipt if purchased from The Department as specified in Clause No 2.5.2 in a separate sealed envelope.

e. Copies of the experience/ completion certificate in support of the qualifying parameters for similar work executed during the last five financial years.

f. Self-attested copy of PANCARD.

g. Self-attested copy of GST.

2.14.5 The envelope marked “Financial Proposal” shall contain the financial proposal in the prescribed format (Form 1 of Appendix-II).
2.14.6 The Technical Proposal and Financial Proposal shall be typed and signed by the authorized signatory of the Bidder. All pages of the original Technical Proposal and Financial Proposal must be numbered and initialed by in indelible ink by the person signing the Proposal.

2.14.7 The completed Proposal must be delivered on the specified time on Proposal Due Date. Proposals submitted by fax, telex, telegram or mail shall not be entertained. The completed proposal must be delivered at the submission address through Speed Post/ Courier/ Registered Post/ Hand Delivery only.

2.14.8 The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

2.14.9 The Financial proposal shall be firm throughout the period of performance of the assignment up to and discharge of all obligations of the Consultant under the Agreement.

2.15 Proposal Due Date

2.15.1 Proposal should be submitted as per the given dates.

2.15.2 In the event of the Department’s office remaining closed on the scheduled dates for any unforeseen reason, the offer shall be received up to same time on the next working day of the Department.

2.15.3 The Department may, in its sole discretion, extend the Proposal Due Date by issuing a Corrigendum in accordance with Clause 2.11.

2.16 Late Proposals

Proposals received by the Department after the specified time on Proposal Due Date shall not be eligible for consideration and shall be summarily rejected.

2.17 Modification/ substitution/ withdrawal of Proposals

No Proposal shall be modified, substituted, or withdrawn by the Bidder after its submission.

2.18 Earnest Money Deposit (EMD)

2.18.1 The Bidder shall furnish as part of its Proposal, an EMD in the form of Demand Draft of any scheduled bank in favour Director Tourism Bihar, payable at Patna. EMD shall be returned to the unsuccessful Bidders within a period of one month from the date of signing of agreement.
between the Department and the Successful Bidder. EMD submitted by the Successful Bidder shall be released upon execution of the Consultancy Agreement and furnishing of Performance Security.

2.18.2 Any Proposal not accompanied by the EMD shall be rejected by the Department as non-responsive.

2.18.3 The Department shall not be liable to pay any interest on the EMD and the same shall be interest-free.

2.18.4 The Bidder, by submitting its proposal pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Department any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the Department under the following conditions:

a. If a Bidder engages in any of the Prohibited Practices; or

b. If a Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time; or

c. If the Selected Bidder fails to clarify or reconfirm its commitments as required vide Clause 2.21.1

d. In the case of a Selected Bidder, if the Bidder fails to sign the Agreement as specified in Clause 2.27; or

e. If the Bidder is found to have a Conflict of Interest as specified in Clause 2.3

C. Evaluation Process

2.19 Evaluation of Proposals

2.19.1 The Department shall open the Proposals at specified time or thereafter on the Proposal Due Date, and in the presence of the Bidders who choose to attend. The envelopes marked “Technical Proposal” shall be opened first. The envelopes marked “Financial Proposal” shall be kept sealed for opening at a later date.

2.19.2 Proposals for which a notice of withdrawal has been submitted in accordance with Clause 2.17 shall not be opened.

2.19.3 Prior to evaluation of Proposals, the Department will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
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<th>Sl. No.</th>
<th>Item</th>
<th>Required Response</th>
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<tr>
<td>1.</td>
<td>It is received in the form specified at Appendix-I (Technical Proposal);</td>
<td>Yes</td>
</tr>
<tr>
<td>2.</td>
<td>It is received by the Proposal Due Date including any extension thereof pursuant to Clause 2.15;</td>
<td>Yes</td>
</tr>
<tr>
<td>3.</td>
<td>It is accompanied by the EMD as specified in Clause 2.18.1.</td>
<td>Yes</td>
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<tr>
<td>4.</td>
<td>It is accompanied by demand draft for the Cost of RFP document if it is downloaded from web site or copy of the receipt if it is purchased from the Department</td>
<td>Yes</td>
</tr>
<tr>
<td>5.</td>
<td>It is signed, sealed, hard bound and marked as stipulated in Clause 2.14;</td>
<td>Yes</td>
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<td>6.</td>
<td>It is accompanied by the Power of Attorney as specified in Clause2.2.3;</td>
<td>Yes</td>
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<td>7.</td>
<td>It contains all the information (complete in all respects) as requested in the RFP;</td>
<td>Yes</td>
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<td>8.</td>
<td>Is the Consultant involved in any fraud and corrupt practices?</td>
<td>No</td>
</tr>
<tr>
<td>9.</td>
<td>It does not contain any condition or qualification;</td>
<td>Yes</td>
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<tr>
<td>10.</td>
<td>Bidder meets the minimum condition of eligibility as per Clause No 4.1.1(c)</td>
<td>Yes</td>
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2.19.4 The Department reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Department in respect of such Proposals.

2.19.5 The Department would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.4 and the criteria set out in Section 4 of this RFP.
2.19.6 After the technical evaluation, the Department would prepare a list of shortlisted Bidders for opening of their Financial Proposal, who would be communicated by E-mail/Fax/Phone/SMS. The opening of Financial Proposals shall be done in presence of representatives of Bidders who choose to be present. The Department will not entertain any query or clarification from Bidders who fail to qualify at any stage of Selection Process. The financial evaluation and final ranking of the Proposals would be carried out in terms of Clause 4.2 and 4.3.

2.19.7 Bidders are advised that Selection will be entirely at the discretion of the Department. 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.

2.19.8 Any information contained in the Proposal shall not in any way be construed as binding on the Department, its agents, successors or assigns, but shall be binding against the Bidder if the work is subsequently awarded to it.
2.20 Confidentiality

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

The Consultant and its Personnel shall not, either during the term of contract or within two years after the expiration or termination of the Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Department to the Consultants and its Personnel any information provided by or relating to the Department, its technology, technical processes, business affairs or finances or any information relating to the Department's employees, officers or other professionals or suppliers, customers, or contractors of the Department; and any other information which the Consultant is under an obligation to keep confidential in relation to the assignment, the Services or the Agreement ("Confidential Information"), without the prior written consent of the Department.

Notwithstanding the aforesaid, the Consultant, and its Personnel may disclose Confidential Information to the extent that such confidential Information:

i. was in the public domain prior to its delivery to the Consultant and its Personnel or becomes a part of the public knowledge from a source other than the Consultant and it’s Personnel;

ii. is required to be disclosed by Law or judicial or administrative or arbitral process or by any Governmental Instrumentalities, provided that before any such disclosure, the Consultant, shall give the Department, written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment;

2.21 Clarifications

2.21.1 To facilitate evaluation of Proposals, the Department may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Department for this purpose. Any request for clarification(s)
and all clarification(s) in response thereto shall be inwriting.

2.21.2 If a Bidder does not provide clarifications sought under Sub-Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Department may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Department.

D. Appointment of agency

2.22 Selected Bidder

The first ranked Bidder (the “Selected Bidder”) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this RFP, deployment of Key Personnel, methodology and quality of the work plan.

2.23 Substitution of Team Members

The Department will not normally consider any request of the Selected Bidder for substitution of Team Member. Substitution, will, however be permitted if the Team Member is not available for reasons of any incapacity or due to health, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Department.

2.24 Indemnity

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the Department for any direct loss or damage that is caused due to any deficiency in services.

2.25 Award of Work

After selection, a Letter of Award (the “LOA”) shall be issued by the Department to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA accept the same. In the event of non-receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the Department may, unless it consents to extension of time for submission thereof, forfeit the EMD of such Applicant, and the next eligible Bidder may be considered.

2.26 Performance Security

Upon receipt of Letter of Award (LOA) from the Department, the successful Bidder shall furnish the Performance Security of an amount equal to 5% of the fee by way of Bank Guarantee for the due performance of the Contract in the format of Performance Security Form (being uploaded at [www.bihartourism.gov.in](http://www.bihartourism.gov.in)). The Performance Security shall be furnished by the selected Bidder.
within the time specified in LOA along with Agreement. The validity period of Bank Guarantee of Performance Security shall be 30 months from the date of LOA and the Selected Bidder shall have to provide the extended Bank Guarantee, before the expiry, if required. The performance security shall remain valid at least 3 months period beyond the expiry of the contract period along with an invocation period of further 3 months.

2.27 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within a fortnight from the date of issuance of LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement. If the Selected Bidder fails to submit the Performance Security as per Clause 2.26 and fails to sign the Agreement, their EMD shall be forfeited and Appropriated by the Department. In such an event, the Department may invite the Second Ranked Bidder for negotiations and may issue LOA to him.

2.28 Penalty Clause

If the progress of assignment is found to be non-satisfactory or delayed at any point of time solely attributable to consultant, the Department reserves the right to impose penalty for that month. The total amount of penalty however shall not exceed 10% of the monthly retainership charges.

E. Force Majeure

2.29 Definition

a. For the purposes of this assignment, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.
d. The Department will decide the eventuality of Force Majeure which will be binding on both the parties.

No breach of Agreement

The failure of a Party to fulfil any of its obligations shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

2.30 Measures to be taken

a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party’s inability to fulfil its obligations hereunder with a minimum of delay.

b. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

c. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

2.31 Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. Prior approval will have to be obtained by the consultant for such expenses. The Consultant will have to provide proper justification and certificate from their auditors for such expenses on the format as may be decided by the Department.

2.32 Consultation

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

2.33 Suspension of Agreement

The Department may, by written notice of suspension to the Consultant, without any obligation (financial or otherwise) suspend all the payments to the Consultant hereunder if the Consultant shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement.
including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Consultant to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.

2.34 Termination of Agreement

The Department may terminate the Contract in whole or part without assigning any reason if:-

a. The qualified Bidder fails to perform any of the obligation(s) under the Contract.

b. If the Bidder is in material breach of the representations and warranties contained in their bid

The termination of contract shall be made by prior written notice of default sent to the Bidder. The bidder also may terminate the contract by giving justification and with one month of notice.

2.35 Expiration of Agreement

Unless terminated earlier pursuant to Clause 2.35 hereof, the agreement shall expire when the Services have been completed and a period of 30(thirty) days has elapsed.

2.36 Extension of Agreement

The Department has the option to extend the Agreement on expiry, to avail the services of the Consultant for specific work or continuation of the work carried out during the Operative Period of Agreement without the need to go for a separate bid process. The decision on the extension will be taken exclusively by the Department keeping in consideration a) satisfactory performance of the Consultant b) time constraints or other serious impediments in selection of Replacement Consultancy c) where circumstances inescapably require taking recourse to this option.

In case of such an extension, the project fees payable to the consultant shall be considered for escalation by ten percent (10%) subject to the prior approval of the competent authority. All the other general terms and conditions of this Agreement will be in force during the extended period of the Agreement.

F. Disputes Resolution

2.37 Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue
a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

2.38 Arbitration

In case the dispute is not resolved as indicated in Clause 2.38, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by the Department and other appointed by Consultant and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Patna and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfil their remaining respective obligations under this Agreement.

G. Personnel

The agency shall employ following qualified and experienced Personnel to carry out the services as given in TOR

1. Project Manager cum Tourism Sector Expert
2. Procurement of Services and Event Coordination Expert
3. Project Monitoring Expert

All the four resources are to be deployed full time in Patna. The Department will not normally consider any request of the Consultant for substitution of Team Member for the first six months. Substitution will, however, be permitted post that if the Team Member is not available for reasons of any incapacity or due to bad health, subject to equally or better qualified and experienced personnel being provided to
the satisfaction of the Department. The Department expects all the Team Member to be available
during Implementation of the Agreement.

H. MISCELLANEOUS

2.39 The Selection Process shall be governed by, and construed in accordance with, the laws of India
and the Courts at Patna shall have exclusive jurisdiction over all disputes arising under, pursuant to
and/or in connection with the Selection Process.

2.40 The Department, in its sole discretion and without incurring any obligation or liability, reserves the
right, at any time, to:

a. suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection
   Process or modify the dates or other terms and conditions relating thereto;

b. consult with any Bidder in order to receive clarification or further information;

c. retain any information and/or evidence submitted to the Department by, on behalf of and/or in
   relation to any Bidder; and/or

d. independently verify, disqualify, reject and/or accept any and all submissions or other
   information and/or evidence submitted by or on behalf of any Bidder.

e. Appoint consultants if department so desires for similar assignment concurrently.

2.41 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases the Department,
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.

I. Payment to Selected Bidder

a. The payment of fee shall be made asunder:-

<table>
<thead>
<tr>
<th>Payment Schedule</th>
<th>% Payable of Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly payment within 15 days of Bill submission along with the MPR</td>
<td>Monthly fee quoted</td>
</tr>
</tbody>
</table>

3. Terms of Reference

3.1 Objectives of the assignment
With the aim of boosting the tourism potential in the State of Bihar, the Directorate of Tourism proposes to **engage an agency for providing consultancy services for project management and other services**

For one year with the following targeted milestones for the project:

- Tourism Development planning/Strategy for the State to increase tourist footfalls, both national and international.
- Selection of a Marketing Partner for enhanced marketing and branding of the State Tourism.
- Successful representation and investment promotion of the State Tourism Department at various National and International Tourism Promotional Events (Travel Mart, Road show etc).
- Development of events calendars for Bihar Tourism that promotes Bihar at all National and International platforms.
- Planning of new policy initiatives, special incentives and suggest best use of tourism properties owned by the Tourism Department to give an overall boost to the tourism industry in the State.
- Selection of IT vendor for improving the existing Tourism website and promote booking of packaged tours through the website. App development.
- Development of an exhaustive Common Application Form and a Single Window framework for the approval process of Travel agents/Tour operators, Hotels and other stakeholders.
- Development/Management of tourism programmes/Events or marquee events that can be held annually.
- Achievement of noteworthy outcomes from the existing Tourism programmes such as Rajgir Mahotsav, Travel Mart, Buddhist conclave etc. by strengthening and marketing the same at a large scale.

3.2 **Scope of work**

The Consultant shall work directly under the Department or Tourism, Government of Bihar and shall be responsible for the following services:

**3.3.1 Support in development and implementation of a Tourism development planning and strategy and necessary policy initiatives**

- The agency shall assist the Department in developing a Detailed Planning for the identified initiatives for development of tourism in the state. These initiatives are aimed at not only increasing the tourist inflow in the State but also increasing the length of their stay.
- The agency shall assist the Department in formulation of targeted policy initiatives.
and schemes within the frame-work of the Industrial Policy to support overall growth of the tourism industry in the State. The agency should co-ordinate with all the tourism related associations to ensure that their valuable opinion is given due consideration for better applicability.

3.3.2 Stakeholder Management:
- The agency will work in close coordination with all the stake holders of DoT and support department in reviewing their activities and help them expediting work.
- Agency will assist the Department in preparing project monitoring formats for capturing the detailed progress of identified projects.

3.3.3 Bid Process Management Support
- Department desires to identify certain projects to be implemented over the next few years. The agency is expected to develop the strategy to identify and implement the accepted projects.
- Agency shall assist the Department in selection of any support agency for implementation of these projects or for any other project that may be required by the department.
- Agency will prepare detailed Bid documents, Request for Qualification (RFQ) and Request for Proposal (RFP) documents;
- It will be responsible for Conduct of project briefing / pre-bid meeting (s) and preparation of draft clarifications in response to pre-bid queries & issuance of final approved clarifications to the prospective bidders consequent to approval by the Department;
- Agency will provide Assistance in carrying out Bid Process Management till the signing of Agreement.

3.3.4 Sector Promotion
- Agency will assist the Department in awareness programs/ road shows across the country and at an international level to attract tourists and potential investors in the tourism sector in the state.
- Agency will assist the Department in development of new tourism programs or marquee events that can be held annually.
3.3.5 Other Activities

- Agency will organize workshops for regular interaction and feedback from various stakeholders to suggest the best policy and tourism promotion methods and ideas.
- Give suggestion to DoT in improving the website and up gradation of App as when required.
- Any other job that may be assigned from time to time.

3.4 Manpower, Deliverable and timelines

3.4.1 Deployment of Manpower

The Consultant will within 15 days deploy manpower resources to the Department.

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Position</th>
<th>Minimum Qualification</th>
<th>Minimum Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Project Manager cum Tourism sector expert</td>
<td>a. Full time, First Class. MBA or Post-graduation in Tourism Management</td>
<td>8 Years after Post graduation</td>
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<td></td>
<td></td>
<td>b. Should have led a Central Govt/ State Government Project Management Unit for at least 4 years</td>
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<td>c. Must have minimum 4 years of work experience with government department as Project Management / Consultant</td>
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<td>d. Should have worked with at least one Tourism project with Government</td>
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<td></td>
<td></td>
<td>e. Should have been working with the bidding entity for the last 2 years.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Procurement, Investment promotion and Policy development.</td>
<td>a. Full time P.G in Economics / MBA Finance</td>
<td>5 Years after Post Graduation</td>
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<td></td>
<td></td>
<td>b. Experience of Investment promotion</td>
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<td></td>
<td></td>
<td>c. Experience of Procurement for State Government</td>
<td></td>
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<td></td>
<td></td>
<td>d. Should have minimum 2 years of Government experience as a consultant</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>e. Should have been working with the bidding entity for the last 2 years.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Project Monitoring Expert</td>
<td>a. Full time MBA in Project Management</td>
<td>5 Years after Post Graduation</td>
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<td></td>
<td></td>
<td>b. Government consultancy experience at least 3 Government projects.</td>
<td></td>
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<tr>
<td></td>
<td></td>
<td>c. Should have been working with the bidding entity for last 2 years.</td>
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</tbody>
</table>
3.5 **Support from the Department**

The Department will support the Agency in its efforts for project development and implementation under respective schemes.

Specific support shall be as follows:

i. Office space for all the personnel deployed for the consultant shall be provided by the Department.

ii. The department will support the Agency team by providing time to time relevant data required for development of strategy/ Policies. In the absence of such a data available in the department it will be the responsibility of the agency to get such data as may be required for successful implementation with its own efforts and costs.

iii. A Nodal officer who will work closely with the Agency Team.

4. **Criteria and Procedure of evaluation**

4.1 **Evaluation criteria for Technical Proposal**

Evaluation of the qualified bidders shall be done by the Department based on the following Evaluation Criteria:

4.1.1 **Step-1: Technical Pre-qualification** - Evaluation of documentation on past experience & technical strength on ‘Pass/ Fail’ Basis.

a. The Bidders failing to meet the criteria for eligibility will be declared non responsive and ineligible for further process for the purpose of next step for pre-qualification.

b. The evaluation of Technical Capability would be on PASS-FAIL basis and only those bidders who are technically capable would be considered for further evaluation.

c. The evaluation criteria for Technical Pre-qualification is tabulated in the following Table and the response of the bidders should be ‘Yes’ to all parameters, failing which, they will be disqualified at this stage itself.
### Eligibility Criteria

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Eligibility Criteria</th>
<th>Pass / Fail</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Should be a reputed consulting applicant with a track record of providing consulting/advisory services for more than ten years. The Unit should submit a copy of the certificate of incorporation to that effect.</td>
<td>Yes/ No</td>
</tr>
<tr>
<td>(b)</td>
<td>Should have an average annual turnover of Rs. 50 Crore from consulting/Advisory during the last three years. The audited copy of the financial statements should be submitted</td>
<td>Yes/ No</td>
</tr>
<tr>
<td>(c)</td>
<td>Should have undertaken minimum five advisory assignments related to State/ Central Government in India in the last three years with fee of at least Rupees 2 Crore.</td>
<td>Yes/ No</td>
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<tr>
<td>(d)</td>
<td>Should have undertaken minimum of three assignments during last three years in Tourism Sector for any Central/State Govt. departments. Documentary evidence in the form of signed agreement/work order must be submitted.</td>
<td>Yes/ No</td>
</tr>
</tbody>
</table>

d. The prequalified bidders will be subject to further technical evaluation by the ‘Evaluation Committee’. The sealed cover of the technical proposal document of prequalified bidders (those who pass during technical pre-qualification stage), will be opened for further Technical Evaluation.

e. Technical and Financial Proposal covers of bidders who do NOT qualify the pre-qualification stage will be treated as ineligible for further process and their sealed covers will be returned unopened.

4.1.2 Step-2: Technical evaluation of proposal on past experience, technical strength

a. The “Evaluation Committee” constituted by the Client will carry out the technical evaluation of Proposals on the basis of the following evaluation criteria and points system. Each evaluated Proposal will be given a technical score (S_t) as detailed below. The maximum points/marks to be given under each of the
evaluation criteria are:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Particulars</th>
<th>Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Firms Financial Strength and Experience in Similar Assignments</td>
<td>30</td>
</tr>
<tr>
<td>A.</td>
<td>Firm’s experience in providing Consultancy services to Tourism Department/ Development corporations during the last three years from the date of publishing of RFP</td>
<td>20</td>
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<tr>
<td></td>
<td>7 or more States: 20 Marks</td>
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<td></td>
<td>3-6 States: 14 marks</td>
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<td></td>
<td>1-3 States: 10 marks</td>
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<tr>
<td></td>
<td>(Projects should be awarded within last 3 years and should be awarded by Tourism dept./Tourism development corporations)</td>
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<tr>
<td>B</td>
<td>Average annual turnover for the last 3 years</td>
<td>10</td>
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<tr>
<td></td>
<td>&gt; 50 Crore &lt; 75 Crore : 3 marks</td>
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<tr>
<td></td>
<td>&gt; 75 Crore &lt; 100 Crore: 6 marks</td>
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<tr>
<td></td>
<td>&gt; 100 Crore: 10 marks</td>
<td></td>
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<tr>
<td>2.</td>
<td>Approach &amp; Methodology for proposed assignment</td>
<td>20</td>
</tr>
<tr>
<td>i.</td>
<td>Understanding of Bihar Tourism: 10 marks</td>
<td></td>
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<td>ii.</td>
<td>Implementation approach: 10 marks</td>
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<tr>
<td>3.</td>
<td>Qualification and Experience of Team</td>
<td>50</td>
</tr>
<tr>
<td>A.</td>
<td>Project Manager cum Tourism sector expert</td>
<td>20</td>
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<tr>
<td>a)</td>
<td>Years of experience post Post-graduation</td>
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<td></td>
<td>8 years of experience: 2 marks</td>
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<td></td>
<td>&gt; 8 &lt; 10 years: 4 marks</td>
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<td></td>
<td>&gt; 10 years: 7 marks</td>
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<tr>
<td>b)</td>
<td>Years of Tourism related experience</td>
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<tr>
<td></td>
<td>8 years of experience: 2 marks</td>
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<td></td>
<td>&gt; 8 &lt; 10 years: 4 marks</td>
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<td></td>
<td>&gt; 10 years: 7 marks</td>
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<tr>
<td>b)</td>
<td>Qualification</td>
<td></td>
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<tr>
<td></td>
<td>MBA: 3 marks</td>
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<td></td>
<td>Post-Graduation in Tourism Management: 6 marks</td>
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<tr>
<td>B. Procurement, Investment promotion and Policy development Expert</td>
<td>15</td>
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<td>---------------------------------------------------------------</td>
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<tr>
<td>a) Government consulting experience</td>
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<td>4 or more project :5 marks</td>
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<td>2 to 3 project: 2 marks</td>
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<tr>
<td>b) Experience in Tourism</td>
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<tr>
<td>4 or more years of relevant experience: 5 marks</td>
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<td></td>
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<tr>
<td>2 to3 years: 3 marks</td>
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<tr>
<td>Less than 2:1 marks</td>
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<tr>
<td>No experience :0 marks</td>
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<tr>
<td>c) Experience of Large Scale Tourism Event Management</td>
<td></td>
<td></td>
</tr>
<tr>
<td>i) No of Events:</td>
<td></td>
<td></td>
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<tr>
<td>6 or more events : 2.5 marks</td>
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<td></td>
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<tr>
<td>3 to 5 :1.5 marks</td>
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<tr>
<td>1 to 2:1 marks</td>
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<tr>
<td>ii)Relevance of project : 2.5 marks</td>
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<table>
<thead>
<tr>
<th>C. Project Monitoring expert</th>
<th>15</th>
</tr>
</thead>
<tbody>
<tr>
<td>a) Years of experience in Government</td>
<td></td>
</tr>
<tr>
<td>5 years of experience: 2 marks</td>
<td></td>
</tr>
<tr>
<td>&gt; 5 &lt; 8 years: 3 marks</td>
<td></td>
</tr>
<tr>
<td>&gt; 8 years: 5 marks</td>
<td></td>
</tr>
<tr>
<td>b) number of Project managed</td>
<td></td>
</tr>
<tr>
<td>7 or more project: 4 marks</td>
<td></td>
</tr>
<tr>
<td>3 to 6 project :2 marks</td>
<td></td>
</tr>
<tr>
<td>Less than 3 :0 marks</td>
<td></td>
</tr>
<tr>
<td>c) MBA from IIM 1 Marks</td>
<td></td>
</tr>
</tbody>
</table>
ii. A proposal will be considered unsuitable and shall be rejected at this stage if it does not respond to important aspects of RFP Document and the Terms of Reference or if it fails to achieve the minimum technical score. The Client shall notify consultants who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

iii. Technical Proposals which meet the minimum eligibility criteria shall be evaluated and such bidders will also be invited for making a presentation on their proposal approach & methodology, if required. Bidders shall be intimated at least 7 days before the date of such presentation.

iv. The Financial Proposals of those Bidders who score at least 70 points in the Technical proposal evaluation shall be opened.

4.2 Evaluation of Financial proposals

4.2.1 The Financial Proposal shall be submitted separately on Monthly fee payable by the Department to Consultant for providing manpower resources to the Department. “Monthly Retainership Fee” shall include all the costs associated with the assignment. The Department will determine whether the financial proposals are complete, unqualified and unconditional.

4.2.2 The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be determined using the following formula:

\[ S_f = 100 \times \frac{F_m}{F} \]

Wherein, \( S_f \) is the financial score, \( F_m \) is the lowest Financial Proposal, and \( F \) is the Financial Proposal (in INR) under consideration.
4.3 Evaluation & Scoring

4.3.1 Proposals will be finally ranked in accordance with their combined technical ($S_t$) and financial ($S_f$) scores:

$$S = (S_t \times T_w) + (S_f \times F_w)$$

Wherein, $S$ is the combined score, and $T_w$ and $F_w$ are weights assigned to Technical Proposal and Financial Proposal that will be 0.70:0.30.

The Applicant achieving the highest combined technical and financial score considered to be the successful applicant and will be invited for negotiations, if required before the final contract signing (the “Successful Applicant”).

4.3.2 The decision of the Department as regards to acceptance/ rejection of eligibility for parties who apply will be final and binding.

4.3.3 Notwithstanding the above the Department reserves the right to accept or reject any or all bids or to annul the bidding process.

4.4 Award of Contract

4.4.1 The contract will be awarded to the highest scoring bidder.
Appendices

APPENDIX-I
(See Clause 2.1.3)

Form 1
TECHNICAL PROPOSAL

Letter of Proposal
(On Applicant’s letter head)

Additional Secretary

The Department of Tourism,
1st Floor, Extension Building
Old Secretariat,
Patna, Bihar.

Sub: Engagement of an agency for providing consultancy services for project management and other services.

Sir,

1) With reference to your RFPdocument dated ________________, I/we, havingexamined the Bidding Documents and understood their contents, hereby submit my/our proposal for the aforesaid Project. The proposal is unconditional and unqualified.

2) All information provided in the proposal and in the Appendices is true and correct.

3) This statement is made for the purpose of qualifying as a bidder for undertaking the Project.

4) I/ We will make available to the Department any additional information it may find necessary or require to supplement or authenticate the Bid.

5) I/ We acknowledge the right of the Department to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6) We certify that we have not been barred by the Department, Government of Bihar (DOT), or any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GOB/SG/GoI from participating in its projects.

7) I/ We have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Department.

8) I/ We do not have any conflict of interest in accordance the RFP document;

9) 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 Department or any other public sector enterprise or any government, Central or State; and

10) 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.

11) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any proposal that you may receive nor to invite the bidders to Bid for the Project, without incurring any liability to the bidders, in accordance with the RFP document.

12) I/ We declare that we are not a Member of any other firm submitting a proposal for the Project.

13) I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory department 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 the community.

14) 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 Department of the same immediately.

15) 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 Department in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

16) 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 proposal Due
Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

17) I/We have studied all the Bidding Documents carefully and also understood the scope of the project. We understand that except to the extent as expressly set forth in the Service Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Department or in respect of any matter arising out of or concerning or relating to the Bidding Process including the award of assignment.

18) The Consultancy Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP and draft Agreement.

19) I/We offer and attach as specified Non-refundable processing fee of Rs.10000/- (Rupees Ten Thousand Only) in the form of demand draft.

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

21) I/We agree and undertake to abide by all the terms and conditions of the RFP document. In witness thereof, I/we submit this proposal under and in accordance with the terms of the RFP document.

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)
Name and seal of Bidder

APPENDIX-I

Form 2
Particulars of Bidder

(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 Pincode
(e) Telephonenumber
(f) E-mailaddress
(g) Faxnumber
(h) Mobilenumber
Form-3

Financial Capacity of the Bidder

(Refer Clause 4.1.1(c))

<table>
<thead>
<tr>
<th>Details</th>
<th>Financial Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2015-16</td>
</tr>
<tr>
<td>Turnover from Consultancy services (InRs.)</td>
<td></td>
</tr>
</tbody>
</table>

**Note:** The Turn Over should be certified by the Statutory Auditor/ Chartered Accountant. Turn Over not certified by Statutory Auditor/ Chartered Accountant shall not be considered for evaluation.
APPENDIX-I

Form 4

Description of experience of bidder

(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>Client Name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Location of project</td>
<td></td>
</tr>
<tr>
<td>Nature of Project</td>
<td></td>
</tr>
<tr>
<td>Description of activities</td>
<td></td>
</tr>
<tr>
<td>Start Date</td>
<td></td>
</tr>
<tr>
<td>End Date</td>
<td></td>
</tr>
<tr>
<td>Fees (in INR)</td>
<td></td>
</tr>
<tr>
<td>Team size</td>
<td></td>
</tr>
</tbody>
</table>

Add proof of work order

Note: Experience quoted by Bidders should be supported by a Work order without which the submission shall not be considered for evaluation
Form 5

Curriculum Vitae (CV) for proposed professional staff

*Organization and Staffing:*

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Consultant Category/ Position</th>
<th>Consultant Name</th>
<th>Educational Qualification</th>
<th>Experience in Years (Including previous employment experience)</th>
<th>Experience in Years (Present firm)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Note:**

In this chapter the consultant should propose the structure and composition of the proposed team. The consultant should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.
Form 1

Financial Proposal

To:
Additional secretary
Bihar Tourism
Patna, Bihar.

Subject: Engagement of agency for providing consultancy services for project management and other services

Sir,

We, the undersigned, offer to provide the consulting services for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal for the assignment is as follows:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Details</th>
<th>Fees in INR (In figures and words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Monthly Retainership fee (excluding applicable tax) Engagement of agency for providing consultancy services for project management and other services for Department of Tourism, Government of Bihar.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Total fees for 12 months</td>
<td></td>
</tr>
</tbody>
</table>

We understand that this fee is including out of pocket expenses but exclusive of statutory taxes and prevailing taxes which shall be paid by the Department.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We also understand the rate quoted by us is for the entire contract period and if the Department requires additional manpower for the Agency we shall be bound to provide additional manpower on payment of additional requisite fees for the manpower deployed.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:
Name and Title of Signatory:
Name of Firm: Address:
Form 3
Format for Power of Attorney for signing of proposal

(On a Stamp Paper of relevant value)

Power of Attorney
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 proposal for selection of Consultant for <Name of the Project>, by the Department including but not limited to signing and submission of all applications, Proposal and other documents and writings, participate in bidders’ and other conferences and providing information / responses to the Department, representing us in all matters before the Department, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Department in all matters in connection with or relating to or arising out of our proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Service Agreement with the Department.

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)