

Request for Proposal (RFP)
for
**Selection of a Consulting firm for setting up a Project
Management Unit (PMU) at Department of Tourism,
Government of Odisha**



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Schedule of RFP Process

Department of Tourism (DoT invites Proposals for “**Selection of a Consulting firm for setting up a Project Management Unit (PMU) at Department of Tourism, Government of Odisha**”

Interested firms/ parties / agencies are advised to download and study the RFP document carefully and must satisfy all eligibility conditions stated in **Clause 5** of this document in this regards from website <https://odishatourism.gov.in/content/tourism/en/dot/quickLinks/tender.html>

Table 1

Important Dates and Information

Issuing Authority	Department of Tourism, Government of Odisha
Date of issue	22.08.2022
Last date and time of receiving queries Queries to be sent to info@odishatourism.gov.in Format for sending queries attached in Annexure-IX	03.09.2022, up to 5:00 PM
Pre-bid meeting through Video Conferencing (link will be shared later)	06.09.2022, 3:30 PM
Response to pre-bid queries	08.09.2022
Last date and time for submission of bids	23.09.2022 by 3:00 PM
Date and time for technical bid opening	23.09.2022 at 4:00 PM
Date, time and venue for Technical presentation and Financial bid opening	Will be intimated later

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1. INTRODUCTION

- 1.1.** Department of Tourism, Government of Odisha (hereinafter referred to as “DoT” or “Authority” or “Department”) aims to develop Odisha as one of most preferred tourist destinations in India. Concerted efforts are being put in place by DoT to position the state prominently in the domestic and international tourist source markets. In this background, DoT intends to engage a Consulting Firm to setup a Project Management Unit (PMU) to assist the Department in its various activities in promoting the tourism potential of the state with the global and regional tourists in a holistic manner.
- 1.2.** Accordingly, DoT intends to engage a Consulting Firm (hereinafter referred to as “Agency”) for setting up a PMU with Department of Tourism, Odisha for an initial period of two (2) years (hereinafter referred to as “contract duration”).
- The engagement shall be extended for a further period of two (2) years upon satisfactory performance and successful completion of the initial 2 year period with a 10% increase in engagement fee.

2. SCOPE OF WORK

The broad scope of work for this engagement is as follows:

2.1. Tourism Act, Investment Policy and Schemes

- 2.1.1. Provide assistance in drafting of Acts/ Bills for development of tourism sector in the State, drafting/ amendment of Tourism Investment Policy of Department of Tourism and various schemes for augmentation of potential for private sector investment in tourism sector in Odisha
- 2.1.2. Assist in the drafting of operational guidelines, forms and formats for operationalisation of the Acts, Policies and Schemes
- 2.1.3. Carry out benchmarking of tourism investment incentives provided by various state governments and suggest appropriate fiscal and non-fiscal incentives for inclusion in the policy

2.2. Investment Promotion, Facilitation and Aftercare

- 2.2.1. Proactively outreach to various investors in tourism and hospitality sector for investments in hotels, convention centres, amusement parks, caravans, camping, water-based recreation and other innovative projects in Odisha
- 2.2.2. Explain the state offerings with respect to fiscal and non-fiscal incentives and single window facilitation mechanism to various prospective investors
- 2.2.3. Assist prospective investors and guide them in applying for investment proposals through the State Single Window Facilitation Mechanism-GoSWIFT
- 2.2.4. Support Department of Tourism in assessment of various Tourism investment proposals submitted by project proponents through the single window system. Carry out assessment as per Tourism Policy and co-ordinate with IPICOL for approval of the proposal in SLFC, SSWCC/ SLSWCA/ HLCA as applicable

- 2.2.5. Co-ordinate with IDCO and District Administrations in creating a significant pool of tourism land bank with IDCO for allotment to tourism projects. Examine the available land bank with IDCO and assess suitability for tourism projects
- 2.2.6. Assess land to be allocated for various tourism projects, as per the policy provisions and assist Department in Tourism in recommending land to IDCO for allotment
- 2.2.7. Provide aftercare support to investors with assistance in obtaining various approvals, clearances etc for grounding of investments, by co-ordinating with Departments/ Agencies/ Authorities etc for expediting approvals
- 2.2.8. Assist in organisation of various domestic/ international tourism summits, road shows, events, conference, conclaves with the aim of reaching out to trade associations and potential investors for attracting footfalls and investments
- 2.2.9. Regularly monitor the implementation/ grounding of various investment proposals approved by the Single Window System with respect to the timelines provided by the project proponent

2.3. Infrastructure and Project Development Support and Monitoring

- 2.3.1. Infrastructure gap analysis for the tourism and allied sector in Odisha. Infrastructure gap assessment and proposals for different types of projects like- Hotels, Tourism development projects, Water-based/ Land-based recreation projects, Integrated Masterplans, Interiors, Landscaping etc
- 2.3.2. Identification of new infrastructure projects and formulation of implementation strategy – mode of development, financing, timelines, etc.
- 2.3.3. Assist in filling for required statutory clearances related to State developed tourism projects
- 2.3.4. Evaluation of infrastructure project designs and plans
- 2.3.5. Assist in standardization of designs and models for Government developed tourism infrastructure
- 2.3.6. Preparation of Concept plans, views, and presentations, reports using software like MS Office, Adobe Photoshop, Illustrator etc.
- 2.3.7. Preparation of Architectural Plans, Working drawings, GFC drawings and area statements for preparation of BoQs on software like AutoCAD etc.
- 2.3.8. Preparation of 3D views and detailed walkthroughs using software like REVIT, LUMION, 3D Max, Sketch up etc.
- 2.3.9. Project Planning & Implementation, including concept to commissioning of complex projects
- 2.3.10. Assisting DoT in managing and mitigating complex land acquisition issues for large scale projects

- 2.3.11. Communication planning for Interdepartmental, Inter-government (state & and central Government) coordination for pre and post project activities
- 2.3.12. General Administration and Project Management including monitoring and evaluation
- 2.3.13. Review/ Assessment of DPRs, Detailed drawings, BoQs etc submitted to department by various consultants and executing agencies
- 2.3.14. Co-ordination with agencies for timely submission of DPRs and completion of execution
- 2.3.15. Assist in Development of new products to attract niche and high-end tourists
- 2.3.16. Developing a shelf of projects, for submission to Ministry of Tourism under different schemes.
- 2.3.17. Design a post implementation strategy for O & M of State funded projects

2.4. Procurement Support

- 2.4.1. Provide handholding support to Tourism department on various procurement requirements including drafting of bid documents, bid solicitation, carrying out bid process management, bid evaluation, award of projects and contract management/ monitoring of delivery of the contracts
- 2.4.2. 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

2.5. Branding, Media & Marketing Support

- 2.5.1. Marketing, Positioning, Brand building and Product development for all aspects of Odisha Tourism
- 2.5.2. Conceptualise and Create Brand Campaigns for Odisha Tourism to be used from time to time based on need and requirement
- 2.5.3. Conceptualise advertisements for Odisha Tourism to be used in Regional, Domestic and International promotion, including in various events, seminars, workshops etc.
- 2.5.4. Development of a media & PR plan, Outreach campaigns development and implementation in support of Media/PR partner

- 2.5.5. Provide knowledge support in implementation of various tourism promotion campaigns to be implemented in coordination with other media / PR agencies, including IT support
- 2.5.6. Assisting the Media/PR agency with knowledge support
- 2.5.7. Development of knowledge and marketing collaterals
- 2.5.8. Pre & Post event follow ups for tourism events including G2B meetings
- 2.5.9. Monitoring and Evaluation of Social media outreach campaigns by Media/PR agency
- 2.5.10. Development of case studies and success stories from the State

2.6. Creative Support

- 2.6.1. Development of creatives for advertisements and designs for promotion of Odisha Tourism
- 2.6.2. Provide creative ideas and content to department for publicity campaigns
- 2.6.3. Assist in design and execution of all communication activities
- 2.6.4. Provide learnings and best practices of tourism campaigns - national and international

2.7. IT/ICT Support

- 2.7.1. Providing support in As-Is study for the department for ICT transformation
- 2.7.2. Preparing Detailed Project Report for specific projects as may be needed
- 2.7.3. Preparing draft RFP/EOI/RFQ for the department and once approved the consultant should assist the department in bid management
- 2.7.4. Supporting the department in objective evaluation of the proposals for IT/ICT
- 2.7.5. Assist the committees/department officials in objective assessment of the change requests from various stakeholders as may required from time to time for a decision taking by the authority
- 2.7.6. Monitoring the IT/ICT project implementation as per the MSA between department and vendors

2.8. Miscellaneous

- 2.8.1. Assist the Department in monitoring of various schemes/ projects through creation of an integrated IT/ Non-IT dashboard for all tourism related activities and assets in the State
- 2.8.2. Assist in finalisation of the Annual Report / Outcome Budget of the Department
- 2.8.3. Any other activity/ task as assigned by the Department from time to time

3. KEY PERSONNEL AND TEAM DEPLOYMENT

3.1.1 The following key personnel shall be deployed for the engagement:

Sl.	Position	No.	Deployment	Mini-mum Educational Qualification	Minimum Experience
1	Team Leader-cum-Tourism Sector Expert	1	100%	MBA/ MA/ Masters in Tourism/ Relevant Masters	Tourism Sector expert with more than 12 years' of experience in Tourism and Eco Tourism across India
2	Infrastructure Specialist	1	100%	B.Tech in Civil Engg. With Masters in Urban Planning or construction management	Civil Engineer/ Urban Planner with 12 years' experience in working on Urban, Tourism sector. Should have done at least one project of INR 60 Cr
3	Infrastructure Expert, Jr.	1	100%	B. Tech/ B.E. in Civil Engineering	Civil Engineer/ Urban Planner with 7 years' experience in working on Urban, Tourism sector. Should have worked on at least one project of INR 20 Cr
4	Procurement Specialist	1	100%	MBA/ Post Graduation in Finance/ Chartered Accountant	Procurement expert with at least 7 years' of experience in public/ Govt. procurement and bid process management.
5	Investor Facilitation Specialist	1	100%	Masters in IT/ Computer Applications	At least 7 years' experience in managing and maintaining investor database, data analysis and facilitation of investors for grounding of projects
6	IT Specialist	1	100%	BE/B.Tech/MTech or Master in Computer Application	At least 7 years' experience in managing Technology projects with at least 3 years in managing Govt. IT projects
7	Project Monitoring Specialist	1	100%	B.Tech/ B.E. With masters in Construction Mangement	At least 7 years' experience in project planning and monitoring of implementation of complex Govt. infrastructure projects

8	Architect	1	100%	B. Arch + M. Arch with minimum 7 years' exp.	Experience in Preparation of Architectural Plans, 3D views, walkthroughs, detailed drawing design, working drawings, GFC drawings, both for civil construction & interior, landscaping etc. Should have done at least one project of INR 20 Cr
9	Architect, Jr	1	100%	B. Arch + M. Arch with minimum 3 years' exp. OR B. Arch with minimum 5 years'exp.	Experience in Preparation of Architectural Plans, 3D views, walkthroughs, detailed drawing design, working drawings, GFC drawings, both for civil construction & interior, landscaping etc.
10	Design and Creative Specialist	1	100%	Diploma in Multimedia and Animation or	At least 7 years' experience in design and visual elements creation for use in various OOH, Digital, Print and Social Media campaigns/ ads
11	Content Writer	1	100%	MBA/ Relevant Masters	At least 5 years' experience in content creation for digital/ print/ social media for Govt. projects

3.1.2 The above is the indicative list of resources required during the project tenure. The Selected Agency shall also provide supervisory staff to the Department for project review and discussion at no cost to DoT.

3.1.3 Department of Tourism may add or reduce resources depending on need, over the course of the engagement. In case of any additional manpower needed by DoT under any position, the same shall be provided by the selected agency at the same cost indicated in the Bid.

3.1.4 The Selected Agency shall be under obligation to provide the manpower services/personnel, based on the qualifications and details mentioned in the Bid Document.

3.1.5 In case at any future date, State Government/Tourism Department finds that the performance of any personnel is not up-to-mark or wanting, it may ask the Selected Agency to give a replacement with similar qualifications/experience and the Agency shall be under obligation to replace the manpower/personnel with similar qualifications/experience within two weeks of receipt of express written request by the Department of Tourism in this regard.

3.1.6 The Selected Agency shall not replace any manpower provided by them, without prior express and written consent of the Department of Tourism. Any deviation in this regard shall amount to be a violation of the contract terms and may make the Agency liable for disqualification and blacklisting in accordance with the provisions of RFP.

3.1.7 In the event of any personnel resigning from the Agency, such personnel provided by the Agency shall be under obligation to give a minimum of two months' notice to the Agency who shall in-turn intimate the same to Department of Tourism forthwith. The Agency shall take all steps to provide details of a replacement with similar qualifications/experience within the two months period and such replacement shall be accepted by the Tourism Department only after written approval by the Department of Tourism.

4. FEES AND PAYMENT SCHEDULE

The selected agency shall provide monthly invoices to DoT for processing and payment along with a Monthly Progress Report.

Travel expenses, including Hotel Accommodation, Travel and Food, shall be borne by Department of Tourism, for any travel out of Bhubaneswar, to be undertaken on the request of the Department of Tourism (As per applicable Govt. norms).

5. MINIMUM ELIGIBILITY CRITERIA

To be eligible for pre-qualification and short-listing for evaluation of Technical and Financial Bid, the agency shall fulfil the following eligibility conditions.

5.1. General Eligibility Criteria:

- 5.1.1. The Agency should be an entity incorporated/ registered under the Companies Act 2013 or a Limited Liability Partnership registered under the LLP Act 2008 with a track record of providing consulting/ advisory services for at least 10 years. No other legal entities are allowed to bid. The Agency must submit a proof of Registration of the legal entity (Certificate of Incorporation, PAN, GST registration certificate).
- 5.1.2. The Agency should not be under blacklist by any Department/Agency/ PSU in any State or Central Government of India as on date of submission of bid.
- 5.1.3. Bidders/ prospective bidders who have criminal cases charge sheeted against them / convicted by any court of law OR whose contracts have been terminated OR bids have been disqualified/ have been rejected due to violations of bid conditions, by Central Government or any State Govt or any Govt agency/ies in past 5 years (from the date of publication of this RFP) shall not be eligible.
- 5.1.4. It shall be the primary responsibility of the intending bidders to ensure correct submission of information. Any failure to submit correct information, non-compliance to any of the bid conditions, any

suppression of information or mis representation of facts, etc. shall make the bid liable to be declared non-responsive and disqualified. Further, the Authority may take appropriate action for blacklisting of such bidders for a period of three years after following due process of law. This clause shall remain in force for the entire duration of the contract.

5.2. Technical Eligibility Criteria

The Agency should have experience of:

- 5.2.1. at least 2 Investment Promotion consulting projects with Government of India/ any State Government/international funding agencies in India in the last 5 years.
- 5.2.2. at least 2 PMU projects of long-term nature (at least 24 months) for Central/ State Government Departments/ Undertakings/ Corporations in India in the last 5 years with a fee of at least INR 1 Crore per annum
- 5.2.3. At least 1 Tourism PMU/Consultancy project (of at least 12months duration) with Government of India/ any State Government/ international funding agencies in India in the last 5 years

Note:

- a. Documentary proof (copy of Agreement / Work Order / Completion Certificate etc of related projects) with project citation
- b. Self-declaration documents to fulfil eligibility criteria shall be rejected.

5.3. Financial Eligibility Criteria

The Agency should have

- 5.3.1. Minimum Average Overall Annual Turnover of INR 200 Crore for the last 3 (Three) financial years (i.e. FY 2018-19, FY 2019-20 and FY 2020-21).
- 5.3.2. Minimum Average Annual Turnover of INR 100 Crore from Government Consulting for the last 3 (Three) financial years (i.e. FY 2018-19, FY 2019-20 and FY 2020-21).
- 5.3.3. **Note:** *The Agency shall submit the Audited Balance Sheet and Profit & Loss Statement for the last 3 (Three) Financial Years i.e.,FY 2018-19, FY 2019-20 and FY 2020-21 along with CA Certificate duly certified by either Statutory Auditor or Chartered Accountant in the Technical Proposal/Bid.*

6. BID EVALUATION CRITERIA

6.1. Only those Agencies who meet the **Minimum Eligibility Criteria** as per Clause 5 shall qualify for evaluation of their technical bid and financial bids will be opened for those who qualify for the Technical bid. Evaluation of the Technical and Financial proposals will be based on **Quality cum Cost Based Selection (QCBS) mode with weightage of 70% and 30%** for technical and financial proposals, respectively.

6.2. Evaluation of Technical Proposals

6.2.1. The Technical evaluation will include the evaluation of the Technical Proposal followed by Presentation, as specified below:

Table 5

Technical evaluation criteria

A.	Technical Proposal evaluation	80
1	Experience of Investment Promotion and/or Investment Promotion Consulting assignments with Government of India/ any State Governments/ international funding agencies in India in the last 5 years. 10 marks for 2 projects 5 Marks for each additional project. Max of 20 Marks	20
2	Experience of setting up PMUs of long-term nature (at least 24 months) for Central/ State Government Departments/ Undertakings/ Corporations in India in the last 5 years with a fee of at least 1 Crore per annum 10 marks for 2 PMUs 2.5 Marks for each additional project. (Max 5 Marks for additional projects) 5 Marks for Operationalizing 1 tourism PMU for a period of 24 months (<i>This Tourism PMU will not be counted as an additional PMU. It could be within the aforementioned 2PMUs, or any additional PMU project as mentioned above.</i>) Max of 20 Marks	20
3	Key Personnel	40
i.	<i>Team Leader-cum-Tourism Sector Expert</i> <ul style="list-style-type: none"> • More than 12years' of relevant experience in Tourism sector– 2 marks • Additional relevant Masters/ Post masters degree in Tourism– 1 mark • Membership of key Tourism-specific associations – 1 mark • Training/ Course on Sustainable/ Responsible Tourism – 1 mark • Any research publications on Tourism Sector– 1 mark • Should have led a team of 5 plus members for at least one year – 1 mark 	7

ii.	<p><i>Infrastructure Specialist</i></p> <ul style="list-style-type: none"> • More than 12 years of experience in Tourism projects –3 marks • At least 3 tourism projects involving planning, design and execution strategy (at least one of these projects should be of INR 60 Cr plus) – 3 marks 	6
iii.	<p><i>Infrastructure Specialist, Jr.</i></p> <ul style="list-style-type: none"> • More than 7 years of experience in Tourism projects –2 marks • At least 1 tourism project involving planning, design and execution strategy (the project should be of INR 20 Cr plus) – 1 marks 	3
iv.	<p><i>Procurement Specialist</i></p> <ul style="list-style-type: none"> • More than 7 years of experience in Infrastructure/ Government procurement – 2marks • At least 2 projects of State/ Central Government related to procurement and bid process management – 2marks • Should have worked as Procurement specialist for at least 24 months in any project funded by any multilateral funding agency such as WB, IMF, ADB, DFIF, JICA etc. – 2 marks 	6
v.	<p><i>Investor Facilitation Specialist</i></p> <ul style="list-style-type: none"> • More than 7 years of experience in Investment Promotion/ Facilitation –1 mark • At least 2 projects related to database management, data analysis etc. – 1 mark 	2
vi.	<p><i>IT Specialist</i></p> <ul style="list-style-type: none"> • More than 7 years of experience in managing Technology projects –1 mark • At least 3 years' experience in managing Govt. IT projects – 1 mark 	2
vii.	<p><i>Project Monitoring Specialist</i></p> <ul style="list-style-type: none"> • More than 10 years of experience in project planning and monitoring of implementation of complex Govt. infrastructure projects – 4 marks 	4
viii.	<p><i>Architect</i></p> <ul style="list-style-type: none"> • More than 7 years' experience (based on qualification requirements) in preparation/review of Architectural Plans, 3D views, walkthroughs, detailed drawing design, working drawings, GFC drawings etc. – 2 marks; • One project of INR 20 Cr plus – 2 marks 	4
ix	<p><i>Architect, Jr</i></p> <ul style="list-style-type: none"> • More than 3 years' experience (based on qualification requirements) in preparation/review of Architectural Plans, 3D views, walkthroughs, detailed drawing design, working drawings, GFC drawings etc. – 2 marks 	2
x.	<p><i>Design and Creative Specialist</i></p>	2

	<ul style="list-style-type: none"> • More than 7 years of experience in creating designs for promotion –2 marks 	
<i>xi.</i>	<p><i>Content Writer</i></p> <ul style="list-style-type: none"> • More than 5years' of experience in content creation for digital/ print/ social media– 2 marks 	2
B.	TechnicalPresentation	20
	<p>Approach & Methodology through technical presentation</p> <ul style="list-style-type: none"> - Overall proposition for Odisha Tourism - Team Composition and Key Personnel - Innovative ideas and suggestions 	20

6.2.2. Technical score will be calculated by adding the technical score (A) and technical presentation score (B).

6.2.3. The qualifying technical score (Ts) for opening of the financial bid is 70 out of 100.

6.3. Financial proposal evaluation:

6.3.1. The financial bid of only those Agency who are shortlisted after technical evaluation, (that is who score at least 70 marks in Technical Score) will be opened.

6.3.2. Technical Score (Ts): Technical Score will be the marks scored out of 100 in Table 5 above multiplied by **0.7**; that is $Ts = (\text{Marks in Technical Evaluation}) \times 0.7$

6.3.3. Financial Score (Fs): The lowest total amount computed will be the F1 /Agency and will get the highest, 30 marks. The other Agency will get marks in proportion to F1 score. Thus, if the quote of F1 is INR X and F2 is INR 2X, then F2 will get 15 marks.

6.3.4. Combined and Final Evaluation: Combined score (S) (technical score (Ts) plus financial score (Fs)) shall be calculated based on Technical and financial scores of the Agency as per QCBS system ($S = Ts + Fs$).

6.3.5. Selection of Agency: The Agency securing the highest combined score (S) would be the Preferred Agency

7. BID SECURITY/EARNEST MONEY DEPOSIT(EMD)AND BID PROCESSING FEE

7.1.1. The bid must be accompanied by a refundable EMD of INR 10,00,000/- (Rupees Ten Lakh only) and a non-refundable Bid Processing Fee of Rs.10,000/- (Rupees ten thousand only) in the form of a Demand Draft drawn in favour of " Director, Tourism" , payable at Bhubaneswar. The Bid Security/EMD shall be valid till the validity of the bid. **NO**

EXEMPTION FROM SUBMISSION OF BID SECURITY/EMD AND BID PROCESING FEE IS ALLOWED.

- 7.1.2. PROPOSALS WITHOUT THE EMD/BID SECURITY AND BID PROCESSING FEE SHALL BE TREATED AS NON-RESPONSIVE AND SHALL BE SUMMARILY REJECTED. NO INTEREST SHALL BE PAYABLE ON SUCH EMD/BID SECURITY BY THE GOVERNMENT.
- 7.1.3. The EMD/Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security Deposits.
- 7.1.4. The Bid Security/ EMD of unsuccessful bidders shall be refunded after acceptance of the LoA by the Successful Bidder or within 15 days of opening of the financial bid whichever is later.
- 7.1.5. The Bid Security may be forfeited:
- a) If the Bidder withdraws the Bid after bid opening (opening of technical qualification/ part of the bid during the period of Bid validity)
 - b) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
 - i. sign the Agreement; and/or
 - ii. Furnish the required Security Deposits

8. FORCE MAJEURE

For the Purpose of this contract, "Force Majeure" means an event which is beyond the reasonable control of the DoT. The terms "Force Majeure" as implied herein shall mean an act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the DoT and the Agency. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

9. TERMINATION OF THE CONTRACT

- 9.1. In case of deficiency or non-fulfilment of obligations as per the scope of work or quarterly deliverables, DoT shall serve a notice to the concerned agency to rectify / fulfil the obligations within a specified period of not more than 30 days to rectify or fulfil the deliverables assigned by DoT, failing which DoT shall be

at the liberty to execute the work through any other agency at the cost of the selected agency. DoT also reserves the right to cancel the contract.

- 9.2. DoT reserves the right to terminate the agreement in case of deficiency in services or poor performance of the agency for any subsequent month/ quarter/ year. For this, DoT shall intimate the agency in the monthly review meeting. In this respect, the view of DoT about the performance is final and binding.
- 9.3. DoT reserves the right to drop or remove any or all scope of work deemed not suitable or in line with the objectives for DoT which may necessitate termination of contract. However, in such scenario DoT shall provide a maximum time period of 3 months to the agency to terminate the contract and complete all the requisite formalities and responsibilities assigned.
- 9.4. The Agency may terminate the agreement with a notice of 3 months to DoT, if the Agency deems that it is not in a position to fulfil the requirements and deliver the scope of work outlined in the agreement.

10. PENALTY

- 10.1. Failure in fulfilment of deliverables as indicated in Clause 2 (Scope of Work), shall warrant the following (as mentioned in 10.1.1, and 10.1.2) :
 - 10.1.1. Forfeiture of Performance Bank Guarantee in case of failure to successfully perform/ complete the deliverables and/ or in case of any midway unilateral withdrawal from the contract.
 - 10.1.2. The Agency may be blacklisted from bidding for any future Contract/ Tender/ EoI /RFP with Department of Tourism, Government of Odisha for a period of 3 years.
 - 10.1.3. Apart from the above, in case of any contravention/ violation of provisions contained in clause 5.1.2; 5.1.3 & 5.1.4; the Earnest Money Deposit shall stand forfeited, and the State Government may take appropriate action for blacklisting of such bidders for a period of three years after following due process of law.
- 10.2. On account of circumstances beyond the control of the agency like natural calamities or force majeure event or any other unforeseen events and upon formal notification by the appropriate authority, DoT may give extended time to the agency to complete the deliverables and in such a case will not hold up the payment that is due for that particular stage.

11. VALIDITY OF BID

Proposal shall remain valid for 180 (One Hundred and Eighty) days from the last date of submission. A proposal valid for a shorter period shall be rejected as non-responsive.

12. DISPUTES

All legal disputes are subject to the jurisdiction of Courts in Bhubaneswar only.

13. ACKNOWLEDGMENT BY AGENCY

It shall be deemed that by submitting the Proposal, the Agency has gone through the scope of work and other stipulations in detail; and

- a) Made a complete and careful examination of the requirements for the project, details mentioned in RFP, general condition of contract, submission formalities and evaluation mechanism.
- b) Received all relevant information requested from DoT.
- c) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in this invitation document or furnished by or on behalf of DoT.
- d) Satisfied itself about all matters, things and information necessary and required for submitting the proposal and performance of all of its obligations there under.
- e) Agreed to be bound by the undertaking provided by it under and in terms hereof.

DoT shall not be liable for any omission, mistake or error on the part of the Agency in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to this invitation document or the selection process, including any error or mistake therein or in any information or data given by the DoT.

14. RIGHT TO REJECT ANY OR ALL PROPOSALS

Notwithstanding anything contained in this invitation document, DoT reserves the right to accept or reject any proposal and to annul this selection process and reject all proposals, at any time during the bidding process without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.

DOT, also, reserves the right to reject any Proposal if:

- a) at any time, a material misrepresentation is made or uncovered, or
- b) the Agency does not submit in time any information or clarification asked for

15. SUBMISSION OF PROPOSAL- PACKING, SEALING & MARKING

Duly sealed proposal from the Agency filled in all respect must reach DoT at the address, time and date specified in the RFP through Speed/ Regd. Post/ courier/ hand delivery.

The Technical Proposal (Part A) and Financial Proposal (Part B) must be inserted in separate sealed envelopes, along with Agency's name and address in the left-hand corner of the envelope and super scribed in the following manner.

Part-A:

Technical proposal for Selection of a Consulting firm for setting up a PMU at Department of Tourism, Government of Odisha

Part-B:

Financial Proposal for Selection of a Consulting firm for setting up a PMU at Department of Tourism, Government of Odisha

Both the envelopes i.e. envelope for **Part-A** and Envelope for **Part-B** must be packed in a separate sealed outer cover and clearly super scribed with the following:

"SELECTION OF A CONSULTING FIRM FOR SETTING UP A PMU AT DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA"

The **Agency's** Name & address shall be mentioned in the left-hand corner of the outer envelope. The inner and outer envelopes shall be addressed to DoT, Bhubaneswar at the following address:

Director Tourism
Paryatan Bhawan, Lewis Road,
Bhubaneswar, Odisha – 751014
Email: - info@odishatourism.gov.in;
Ph: 0674 – 2432177
Fax: 0674 – 2430887

Note:

- If the outer envelope and the financial proposal envelope is not sealed and marked as mentioned above, then DoT will assume no responsibility for the tender's misplacement or premature opening. Telex, Email, cable or facsimile tenders will be rejected.
- The opening of the Financial Proposal shall be made after evaluation of technical proposal and as per the scheduled dates which shall be intimated by DoT to the eligible Agencies.

- Agencies are advised to prepare their documents with proper sequence and indexing, page numbering without which the bid shall be considered non-responsive.

16. DOCUMENTS TO ACCOMPANY THE PROPOSAL

PART A – (Technical Proposal)

The Agency must submit the following particulars / documents along with the Technical proposal failing which the proposal may be treated as non-responsive:

- (a) Covering Letter and Details of Agency as per **Annexure I and II**, respectively
- (b) The Agency shall submit their Company Registration Certificate, Photocopy of PAN Card, GST Registration.
- (c) All pages of the tender document shall be signed by the authorised signatory who generally signs the bids. *Power of Attorney (on stamp paper of Rs 100) duly notarised has to be submitted in support of this* as per **Annexure III**
- (d) The Agency should not be blacklisted by any PSU/Government Institution/ Private Agency. A self-declaration of non-blacklisting on the letterhead shall be submitted as per **Annexure IV**.
- (e) The Agency shall submit an Undertaking on correctness of details / information shared in the proposal as per **Annexure V**
- (f) Proof of work experience of similar nature in the form of Work-Orders and Client Certificates issued from the organizations in each such case has to be submitted in the format mentioned in **Annexure VI**
- (g) Balance Sheets and Profit & Loss Statements for the last three (3) Financial Year duly certified by Chartered Accountant indicating the Annual Turnover for the mentioned years as per **Annexure VII**
- (h) All pages of the tender document shall be signed by the authorised signatory who generally signs the bids.

Note: The Agency must submit a detailed **Index Page** with clearly mentioning the Page Number on each Document as required by this RFP.

PART – B (Financial Proposal)

The Agency must submit the Financial Proposal as per format provided in **Annexure VIII**.

17. AMENDMENT/ MODIFICATION

At any time prior to the deadline for submission of Proposal, the DoT may, for any reason, whether at its own initiative or in response to clarifications requested by an Agency, modify any of the terms mentioned in this RFP document by the issuance of Addendum/ Amendment. All such amendments/ addendum will be sent via email to the empanelled agencies and will be binding on all. In order to abide by the issuance

of the amendment or allow the Agency for giving a reasonable time for considering an amendment into their proposal, or for any other reason, DoT may, in its sole discretion, extend the Proposal Due Date.

18. LANGUAGE

The Proposal and all communications in relation to or concerning the selection process shall be in English language and strictly in the formats provided in this invitation document.

19. LATE SUBMISSION

Proposal received after the deadline for submission prescribed by DoT will not be entertained and shall be rejected.

20. CONSORTIUM / JOINT VENTURE

Agencies are NOT allowed to form consortium/Joint Venture for participating in the bid.

21. MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

No modifications to the Proposals shall be allowed once it is received by DoT.

22. PERFORMANCE SECURITY AND AGREEMENT

DoT shall issue a Letter of Award (LoA) along with the Draft Agreement to the selected Agency post opening of the financial proposals. Within 15 days of issuance of LoA from DoT to the selected Agency, the selected Agency is required to submit a Performance Security in the form of Bank Guarantee for an amount equivalent to **3%** of the total quoted financial bid for three (3) years and enter into an agreement with DoT.

The performance security shall be retained by the DoT till the completion of project or 3 years from the date of enforcement of agreement, whichever is later. The performance security shall be forfeited at the sole discretion of DoT towards any liquidated damages that may be payable by the selected agency, under the Terms of the Agreement. The validity of Performance Security should be up to 90 days beyond the end of all contractual obligation of the Agency.

23. INDEMNITY

The Agency shall, subject to the provisions of the Agreement, indemnify DoT for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in service.

24. LIMITATION OF LIABILITY

In no circumstance shall the aggregate liability of either DoT or the Agency exceed the total value of the Agreement.

ANNEXURE-I: COVER LETTER

(On the Letterhead of the Agency)

To,

Date: _____

**Director Tourism
Department of Tourism
Paryatan Bhawan, Lewis Road,
Bhubaneswar-751 014**

Ref: Limited Request for Proposal (RFP) For Selection of a Consulting firm for setting up a PMU at Department of Tourism, Government of Odisha

1. With reference to your RFP document _____, dated _____, I, having examined the RFP Documents and understood their contents, hereby submit my / our proposal for the subject RFP. The Proposal is unconditional and unqualified.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the design and execution of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
 - (a) I have examined and have no reservations to the Bidding Documents, including any Addendum issued by the Authority; and
 - (b) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the

Authority or any other public sector enterprise or any government, Central or State; and

- (c) I 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; and
- (d) the undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.
8. I 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 Agencies to BID for the Project, without incurring any liability to the Agencies, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project which relates to a grave offence that outrages the moral sense of the community.
10. I 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.
11. I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Agency, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.
13. In the project of my/ our being declared as the Selected Agency, I / we agree to enter into an Agreement in accordance with the draft that has been provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I have studied all the Bidding Documents carefully and also surveyed the website of DoT. 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 relating to the Bidding Process including the award of Agreement.
15. The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted in separate files.

16. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project not awarded to me or our Proposal is not opened or rejected.
17. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the website and all the conditions that may affect the implementation cost .
18. I agree and undertake to abide by all the terms and conditions of the RFP document.
19. I shall keep this offer valid for 180 (One Hundred Eighty) days from the Proposal Due Date specified in the RFP.
19. I hereby certify that we have not changed any quantity as mentioned in the financial figures and confirm that any discrepancy arrives at any time, decision of Authority (DoT) will be considered as final.
20. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

Date:

(Signature, name and designation

Place:

of the Authorised signatory)

Name & seal of Agency

ANNEXURE-II:DETAILS OF AGENCY

(On the Letter Head of the Agency)

- (a) Name of the Agency:**
- (b) Incorporation (i.e. Company, Partnership or Proprietorship):**
- (c) Registered Office Address with telephone, fax, website and email:**
- (d) Date of Incorporation (Please attachcopy of certificate of incorporation/
Registration):**
- (e) Name of the contact Person(Authorised Signatory):**
- (f) Designation:**
- (g) Mobile Number &Telephone Number:**
- (h) E-mail Address:**
- (i) Fax Number:**
- (j) GST Registration number:**
- (k) Pan Card:**
- (l) Average Annual Turnover:**

**Duly signed by the Authorised Signatory of the Agency
(Name, Title and Address of the Authorised Signatory)**

ANNEXURE-III:POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

Know all men by these presents, We.....(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (name),.....son / daughter / wife of.....and presently residing at....., who is (presently employed with us and holding the position of....., as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the **“Selection of a Consulting firm for setting up a PMU at Department of Tourism, Government of Odisha”** (Project) proposed to be developed by the Department of Tourism including but not limited to signing and submission of all Bids / Proposals, bids and other documents and writings, participate in pre-bids / pre-proposal and other conferences and providing information / responses to DoT, presenting us in all matters before DoT, signing and execution of all contracts including the Agreement and undertakings, consequent to acceptance of our bid, and generally dealing with DoT in all matters in connection with or relating to or arising out of our bid, for the said Project and/ or upon award thereof, to us and / or till the completion of the project.

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 and shall be binding on us.

IN WITNESS WHEREOF WE, _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20____

For

.....

Accepted

_____ (signature)

(Name, Title and Address) of the Attorney

Note:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Agency should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution / power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Agency*

ANNEXURE-IV:DECLARATION ON NON-BLACKLISTING

(On the Letter Head of the Agency)

I/We Proprietor/ Partner(s)/ Director(s) of
M/s _____ hereby certified that, I/we M/s
_____ have not blacklisted or debarred by
any Ministry/ Departments of Central/ State Government, International bodies like
United Nations, World Bank or any other organisation/ Funding Agencies as on date.

In case the above information found false I/We are fully aware that the tender/
contract will be rejected / cancelled by DoT, Odisha and EMD/PBG shall be forfeited.
In addition to the above DoT, Odisha will not be responsible to pay the bills for any
completed / partially completed work.

Duly signed by the Authorised Signatory of the Agency
(Name, Title and Address of the Authorised Signatory)

ANNEXURE-V:UNDERTAKING

(On the Letter Head of the Agency)

Date:

To,
Director Tourism
Department of Tourism Paryatan Bhawan,
Lewis Road Bhubaneswar - 751 014

Ref: Selection of a Consulting firm for setting up a PMU at Department of Tourism, Government of Odisha

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by DoT. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the DoT. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules governing the development of project as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so, and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the DoT, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the DoT in this regard.

We also commit to abide by the decision of DoT on all matters relating to the implementation of the Project and thereafter, the Operations and Maintenance of the Projects.

Duly signed by the Authorised Signatory of the Bidder

(Name, Title and Address of the Authorised Signatory)

ANNEXURE-VI:PROJECT CREDENTIALS

Sl.	Parameters	Details
1.	Project Title	
2.	Project Description	
3.	Location	
4.	Name of Client	
5.	Total value of work order (In Indian Rupees), as applicable	
6.	No. of manpower/ experts engaged	
7.	Period of Services rendered by the Agency	
8.	Scope of Service	
9.	Other Information relating to Project	
10.	Nature and details of experience in similar field (Please attach relevant documentary evidence)	
11.	Copy of the work order, completion certificate to be submitted	

**Please use separate sheet for single project*

Duly signed by the Authorised Signatory of the Agency

(Name, Title and Address of the Authorised Signatory)

Note: Documentary proof (copy of Agreement / Work Order / Completion Certificate etc of related projects) with project citation

ANNEXURE-VII: FINANCIAL DETAILS OF AGENCY

Name of the Agency:

Sl.	Particulars	FY 2018-19	FY 2019-20	FY 2020-21
1.	Overall Turnover (in INR Crore)			
2.	Average Overall Annual Turnover for last 3 years (in INR Crore)			

Sl.	Particulars	FY 2018-19	FY 2019-20	FY 2020-21
1.	Turnover from Government Consulting (in INR Crore)			
2.	Average Turnover from Government Consulting for last 3 years (in INR Crore)			

Note:

1. Attach certified copies of Annual Audited Balance Sheets, P & L statement and IT Returns Certificate for last 3 (Three) years.
2. The above data must be submitted by Agency, duly certified by either Statutory Auditor or Chartered Accountant.

Signed

Signature of CA/ Statutory Auditors

(Name of the Authorised Signatory) (with seal & registration no.)

Place:

Date:

ANNEXURE-VIII:FINANCIAL PROPOSAL

To,

**Director Tourism
Department of Tourism
Paryatan Bhawan, Lewis Road,
Bhubaneswar-751 014**

Ref: Selection of a Consulting firm for setting up a PMU at Department of Tourism, Government of Odisha.

We, the undersigned, offer to provide the services for setting up a PMU at Department of Tourism, Odisha in accordance with your Request for Proposal dated **[Insert Date]**. Our Financial Proposal is as per details mentioned below:

Financial Bid Amount (in INR) for Three Years	
In Figures	In words

Note: The above quote shall be **exclusive** of applicable GST

Sl.	Position	Man-Month rate (in INR)
1	Team Leader-cum-Tourism Sector Expert	
2	Infrastructure Specialist	
3	Infrastructure Expert, Jr.	
4	Procurement Specialist	
5	Investor Facilitation Specialist	
6	IT Specialist	
7	Project Monitoring Specialist	
8	Architect	
9	Architect, Jr.	
10	Design and Creative Specialist	
11	Content Writer	

Our Financial Proposal shall be binding upon us for the assignment and this proposal would be valid in accordance with the proposal validity mentioned in the subject RFP from the last date of submission of proposal.

The Financial Proposal is without any condition.

Yours faithfully,

For and on behalf of *(Name of Agency)*

Duly signed by the Authorised Signatory of the Agency

(Name, Title and Address of the Authorised Signatory)

ANNEXURE-IXPRE BID QUERY FORMAT

Interested parties shall submit their queries in the following format

Sl. No	Clause No/ Page No	Query/ Modifications Requested	Remark/ Reason

Note:

Agencies shall submit their query or modification in soft copy to info@odishatourism.gov.in or before the pre bid query submission due date.