

**SELECTION OF
TECHNICAL CONSULTANT FOR
DEVELOPMENT OF TOURISM PROJECTS IN
JAMMU AND KASHMIT**

**REQUEST FOR PROPOSAL
DOCUMENT**

2017

(Quality and Cost Based Selection)

Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Corporation or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement or an offer by the Corporation to the prospective Applicants or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Corporation in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Corporation, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Applicants may be on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Corporation accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Corporation, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be

incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Corporation also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this RFP.

The Corporation may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Corporation is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Corporation 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 Corporation or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the Corporation shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

1. INTRODUCTION

1.1 Background

- 1.1.1 The Ministry of Tourism, Government of India (MOT, GOI) and various funding agencies have launched various tourism development schemes with a vision to develop theme based tourism on the principles of high tourist value, competitiveness and sustainability in an integrated manner by synergizing efforts to focus on needs and concerns of all stakeholders to enrich tourist experience and enhance employment opportunities.

Jammu and Kashmir government intends to prepare projects in all the three regions of the state and covering various tourism themes and products. These could include but not limited to Himalayan, Adventure, Heritage and Eco-tourism.

On behalf of the government of Jammu & Kashmir, The Jammu and Kashmir Cable Car Corporation (JKCCC), herein after called "**Corporation**" invites applications now from Consultancy firms for appointing Project Support Consultants (PSC) **for three (3) years with one (1) year extension on mutual consent**, for undertaking various tourism related assignments including Concept & Pre-Feasibility report, preparation of Detailed Project Reports with Drawings & Designs, Tender documents, Architectural Working & Structural Drawings. The proposed project components and reports should comply with the guidelines issued by Ministry of Tourism and other concerned agencies.

- 1.1.2 In pursuance of the above, the Corporation has decided to carry out the process for selection of a Technical Consultant in accordance with the Terms of Reference specified at Schedule-1 (the "**TOR**").

1.2 Requests for Proposal

The Corporation invites proposals from interested firms (the "**Proposals**") for selection of a Technical Consultant (the "**Consultant**") who shall assist the Corporation as per the scope of work specified in the TOR (collectively the "**Consultancy**"). The Corporation intends to select the Consultant through an open competitive bidding in accordance with the procedure set out herein. The Consultant has to be a consortium involving national level consultant and a local consultant registered and working in the state of J&K. The consultant would require to partner with a

local consultancy firm as good practice for capacity building and to ensure continuous supervision during the entire implementation phase

The members of the Consortium is limited to 3

1.3 Due diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment before submitting the Proposal and attending a Pre-Proposal Conference on the date and time specified in Clause 1.10.

1.4 Sale of RFP Document

RFP document can be obtained between 1000 HRS and 1700 HRS on all working days from the office of the Corporation as mentioned in Section 1.9 below. The Bidders shall submit an amount of INR 5, 00,000/- (Five lakh only) as EMD in favor of Jammu & Kashmir Cable Car Corporation as a part of bid submission.

1.5 Validity of the Proposal

The Proposal shall be valid for a period of not less than 90 days from the Proposal Due Date (the “PDD”).

1.6 Brief description of the Selection Process

The Corporation has adopted a two stage selection process (collectively the “**Selection Process**”) in evaluating the Proposals comprising technical and financial bids to be submitted. In the first stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed applicants shall be prepared as specified in Clause 3.2. In the second stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores as specified in Clause 3.4. The first ranked Applicant (the “**Selected Applicant**”) shall be called for negotiation, if necessary, while the second ranked Applicant will be kept in reserve.

1.7 Payment to Consultants

- 1.7.1 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The Consultant may convert INR into any foreign

currency as per Applicable Laws and the exchange rate risk, if any, shall be borne by the Consultant. The fee shall be quoted in INR only.

1.8 Schedule of Selection Process

The Corporation would Endeavour to adhere to the following schedule:

Event Description	Date
1. Last date for receiving queries / clarifications	29-07-2017
2. Pre-Proposal Conference	31-07-2017
3. Corporation response to queries	
4. Proposal Due Date or PDD	05-08-2017
5. Opening of Proposals	07-08-2017/other convenient date
6. Letter of Award (LOA)	Within 15 days of opening of Financial proposal
7. Signing of Agreement	Within 7 Days of LOA
8. Validity of Applications	90 days of Proposal Due Date

1.9 Pre-Bid visit

Prospective applicants may visit the office of the Corporation to review the available documents and data at any time prior to PDD. The contact person for this purpose shall be: Address: Managing Director J&K SCCC ZUM ZUM Building Rambag Srinagar.

1. E-Mail Address: - shamimwani@gmail.com Mobile No: 9419008112
2. E-Mail Address:- riyazdar2006@hotmail.com Mobile No: 9419065290

1.10 Pre-Bid Conference

The date, time and venue of Pre-Bid Conference shall be:

Date: As per Clause 1.8

Time: 12 00 HRS

Venue:

1.11 Communications

1.11.1 All communications including the submission of Proposal should be addressed to the nodal officer mentioned in section 1.9.

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

REQUEST FOR PROPOSAL (RFP) FOR SELECTION OF TECHNICAL CONSULTANT FOR DEVELOPMENT OF TOURISM PROJECTS

2. INSTRUCTIONS TO APPLICANTS

A. GENERAL

2.1 Scope of Proposal

2.1.1 Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP.

2.1.2 Applicants are advised that the selection of Consultant shall be on the basis of an evaluation by the Corporation through the Selection Process specified in this RFP. Applicants 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 Corporation's decisions are without any right of appeal whatsoever.

2.1.3 The Applicant shall submit its Proposal in the form and manner specified in this Section of the RFP. The Technical proposal shall be submitted in the form at Appendix-I and the Financial Proposal shall be submitted in the form at Appendix-II.

2.1.4 Identification of Circuits

The assignment shall be divided in multiple packages under the general definition of Heritage, Eco Tourism, Himalayan and Adventure.

The consultant is supposed apply separately for each circuit and to indicate their core team for a particular circuit. The support team and project supervision team can be same across all the proposals a particular team participates in.

No more than two circuits will be awarded to one consortium. If two circuits are awarded to a particular consortium they will have to deploy separate support team and project supervision team for each circuit and subject to the approval of the Corporation.

2.1.5 Key Personnel

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

S No	Key Personnel	Responsibilities
Separate Team Leaders to be deployed for each circuit		
Himalayan Circuit		
1	Team Leader cum Environmental Planner	Overall team leader and will be coordinating the assignment. Formulating the concept for development in the Circuit. Undertaking carrying capacity and ecological planning of destination. Designing, detailing of the components in accordance with the surroundings and supervision during execution
Heritage Circuit		
1	Team Leader cum Heritage Expert	Overall team leader and will be coordinating the assignment. Formulating the concept for development in the circuit. Identification, documentation and laying out conservation plan for heritage properties. Integration of such assets into the tourism portfolio.

Ecotourism Circuit		
1	Team Leader cum Eco-Tourism Expert	Overall team leader and will be coordinating the assignment. Formulating the concept for development in the circuit. Identification of Eco-tourism products and creation of shelf of projects to be included into the overall plan.
Adventure tourism Circuit		
1	Team Leader Cum adventure tourism expert	Overall team leader and will be coordinating the assignment. Formulating the concept for development of the circuit. Identification of adventure tourism products and creation of shelf of projects to be included into the overall plan.
Project Preparation Support Team can be common across circuits		
2	Urban Designer Architect	Designing, detailing and further supervision during the execution of the project
3	Civil Engineer	Overall designing of the structures, laying out estimates and other determining other aspects of infrastructure related issues
4	Electrical Engineer	Designing, detailing of all related components and supervision during execution
5	Lighting Expert	Designing, detailing of all lighting components and supervision during execution
6	Landscape Architect	Designing, detailing of the landscape in accordance with the surroundings and supervision during execution
7	Solid waste Management Expert	Designing, detailing of the SWM Plan and components including periodic supervision

8	Tourism and Hospitality Expert	Identification and preparation of marketing strategy of tourism products
9	Financial and PPP Expert	Undertaking Financial analysis, and preparation of investment strategy. Creation of shelf of projects for PPP to be included into the overall plan.
10	Skill and Community development Expert	Undertaking Skill gap assessment, and preparation of Skill development plans. Coordinate with Skill development mission state nodal agency and other agencies both at state and central level
Project Supervision Support team can be common across circuits		
11	Architect	Designing, detailing and further supervision during the execution of the project
12	Civil Engineer	Overall designing of the structures, laying out estimates and other determining other aspects of infrastructure related issues
13	Electrical Engineer	Designing, detailing of all related components and supervision during execution

2.2 Conditions of Eligibility of Applicants

- 2.2.1 Applicants must read carefully the minimum conditions of eligibility (the “**Conditions of Eligibility**”) provided herein. Proposals of only those Applicants who satisfy the Conditions of Eligibility will be considered for evaluation.
- 2.2.2 To be eligible for evaluation of its Proposal, the Applicant shall fulfil the following:
- (A) Technical Capacity:** The Applicant shall have, over the past 7 (seven) years preceding the PDD, completed a minimum of 3 (three) Eligible Assignments as specified in Clause 3.1.4.

- (B) **Financial Capacity:** The Applicant shall have minimum of Rs.10 Crore (Average) as turnover from consultancy during each of the three financial years preceding the PDD.

In case of consortium the lead member should have turnover not less than Rs. 7.5 Crore (Average) as turnover from consultancy during each of the three financial years preceding the PDD

- (C) **Availability of Key Personnel:** The Applicant shall offer and make available all Key Personnel meeting the requirements specified in Sub-clause (D) below.
- (D) **Conditions of Eligibility for Key Personnel:** Each of the Key Personnel must fulfill the Conditions of Eligibility specified below:

S No	Key Personnel	Educational Qualification	Min. Experience (year)
1a	Team Leader Cum Environmental Planner	Post graduate/ Graduate in Architecture/ Planning/Urban Architecture with minimum 10 years of experience in preparation of Tourism Projects' related Detailed Project Reports and urban planning. He/ she should have demonstrated experience of working with Ministry of Tourism preparation of DPR and execution of the projects.	10
1b	Team Leader Cum Heritage	Masters in Architecture with Architectural Conservation as specialization and Bachelors in Architecture with minimum 10 years of experience in heritage conservation projects. Expert should have valid COA registration with minimum 10 years of experience in preparation of Tourism Projects' related Detailed Project Reports and urban planning. He/ she should have demonstrated experience of working with Ministry of Tourism preparation of DPR and	10

		execution of the projects.	
1c	Team Leader Cum Ecotourism Expert	Post graduate/ Graduate in Architecture/ Planning/Urban Architecture/ Post Graduate Degree in Tourism related field with minimum 10 years of experience in preparation of Tourism Projects' related Detailed Project Reports and Ecotourism. He/she should have demonstrated experience of working with Ministry of Tourism preparation of DPR and execution of the projects.	10
1d	Team Leader Cum Adventure tourism Expert	Graduate/ Post Graduate Degree related field or relevant work experience in Adventure Tourism and Marketing. Expert should have dealt with adventure tourism products like treks, hiking etc. and should have relevant experience in marketing various adventure related tourism products	10
Project Preparation Support team			
2	Urban designer Architect	Graduate in Architecture with minimum 7 years' experience in designing Infrastructure projects. Expert should have valid COA registration.	7
3	Civil Engineer	Graduate in Civil engineering with minimum 7 years of experience in preparation of Detailed Project Reports	7
4	Electrical Engineer	Graduate in Electrical engineering with minimum 7 years of experience in preparation of Detailed Project Reports	7
5	Lighting Expert	Graduate in Engineering and related fields with minimum 10 years of experience	10
6	Landscape Architect	Masters in Landscape Architecture and Bachelors in Architecture with minimum 7 years of experience and he/she should have experience in working in Himalayan region/state. Expert should have valid COA registration.	7
7	Solid waste	Graduate in Environmental	10

	Management Expert	Engineering/Science and related fields with minimum 10 years of experience	
8	Tourism and Hospitality Expert	Graduate/ Post Graduate Degree in Tourism and relevant work experience	5
9	Financial and PPP Expert	MBA with minimum 7 years of experience in preparation of techno economic feasibility Reports	7
10	Skill and Community development Expert	Master in Social sciences with minimum 10 years of relevant experience	10
Project Supervision team			
11	Architect	Graduate in Architecture with minimum 5 years experience	5
12	Civil Engineer	Graduate in Civil Engineering with minimum 5 years experience or Diploma in Civil Engineering with 7 years experience	5
13	Electrical Engineer	Graduate in Electrical engineering with minimum 5 years of experience	5

2.2.3 The Applicant shall enclose with its Proposal, certificate(s) from its Statutory Auditors[§] stating its total revenues from professional fees during each of the past three financial years and the fee received in respect of each of the Eligible Assignments specified in the Proposal. In the event that the Applicant does not have a statutory auditor, it shall provide the requisite certificate(s) from the firm of Chartered Accountants that ordinarily audits the annual accounts of the Applicant.

2.2.4 The Applicant should submit a Power of Attorney as per the format at Form - 4 of Appendix- I; provided, however, that such Power of Attorney would not be required if the Application is signed by a partner or Director (on the Board of Directors) of the Applicant.

2.2.5 While submitting a Proposal, the Applicant should attach clearly marked and referenced continuation sheets in the event that the space provided in the specified forms in the Appendices is insufficient. Alternatively, Applicants may format the specified forms making due provision for incorporation of the

[§] No separate annual financial statements should be submitted

requested information.

2.3 Conflict of Interest

- 2.3.1 An Applicant shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Applicant found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Corporation shall forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation for, *inter alia*, the time, cost and effort of the Corporation including consideration of such Applicant’s Proposal, without prejudice to any other right or remedy that may be available to the Corporation hereunder or otherwise.
- 2.3.2 The Corporation requires that the Consultant provides professional, objective, and impartial advice and at all times hold the Corporation’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Corporation.
- 2.3.3 An Applicant eventually appointed to provide Consultancy for this Project, its Associates, affiliates and the Health Care Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 3 (three) years from the completion of this assignment or to any consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Corporation in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for the Corporation in accordance with the rules of the Corporation. For the avoidance of doubt, an entity affiliated with the Consultant shall include a partner in the Consultant’s firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Consultant, as the case may be, and any Associate

thereof. For the avoidance of doubt, in the event that: (a) the Healthcare Expert of an Applicant/ Consultant was a partner or an employee of another firm, which attracts the provisions relating to Conflict of Interest hereunder; and (b) was directly or indirectly associated with any assignment that causes a Conflict of Interest hereunder, then such Healthcare Expert shall be deemed to suffer from Conflict of Interest for the purpose hereof.

2.3.5 In the event that the Consultant, its Associates or affiliates are auditors or financial advisers to any of the bidders for the Project, they shall make a disclosure to the Corporation as soon as any potential conflict comes to their notice but in no case later than 7 (seven) days from the opening of the RFQ applications for the Project and any breach of this obligation of disclosure shall be construed as Conflict of Interest. The Corporation shall, upon being notified by the Consultant under this Clause 2.3.5, decide whether it wishes to terminate this Consultancy or otherwise, and convey its decision to the Consultant within a period not exceeding 15 (fifteen) days.

2.4 Number of Proposals

No Applicant shall submit more than one Application for the Consultancy. An Applicant applying shall not be entitled to submit another application either individually or as a member of any consortium, as the case may be.

2.5 Cost of Proposal

The Applicants shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiation, visits to the Corporation, Project site etc. The Corporation will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.6 Visit to the Corporation and verification of information

Applicants are encouraged to submit their respective Proposals after visiting the office of the Corporation and ascertaining for themselves the

availability of documents and other data with the Corporation, Applicable Laws and regulations or any other matter considered relevant by them.

2.7 Acknowledgement by Applicant

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

- (a) made a complete and careful examination of the RFP;
- (b) received all relevant information requested from the Corporation;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Corporation or relating to any of the matters referred to in Clause 2.6 above;
- (d) satisfied itself about all matters, things and information, including matters referred to in Clause 2.6 herein above, necessary and required for submitting an informed Application and performance of all of its obligations thereunder;
- (e) Acknowledged that it does not have a Conflict of Interest; and
- (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.

2.7.2 The Corporation shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Selection Process, including any error or mistake therein or in any information or data given by the Corporation.

2.8 Right to reject any or all Proposals

2.8.1 Notwithstanding anything contained in this RFP, the Corporation 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 reasons therefor.

2.8.2 Without prejudice to the generality of Clause 2.8.1, the Corporation reserves the right to reject any Proposal if:

- (a) At any time, a material misrepresentation is made or discovered, or
- (b) The Applicant does not provide, within the time specified by the Corporation, the supplemental information sought by the Corporation for evaluation of the Proposal.

Misrepresentation/ improper response by the Applicant may lead to the disqualification of the Applicant. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Applicant gets disqualified / rejected, then the Corporation reserves the right to consider the next best Applicant, or take any other measure as may be deemed fit in the sole discretion of the Corporation, including annulment of the Selection Process.

B. DOCUMENTS

2.9 Contents of the RFP

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

Request for Proposal

- 1 Introduction
- 2 Instructions to Applicants
- 3 Criteria for Evaluation
- 4 Fraud and corrupt practices
- 5 Pre-Proposal Conference
- 6 Miscellaneous

Schedules

- 1 **Terms of Reference**
- 2 **Guidance Note on Conflict of Interest**
- 3 **Appendices**

Appendix – I: Technical Proposal

Form 1 : Letter of Proposal

- Form 2 : Particulars of the Applicant
- Form 3 : Statement of Legal Capacity
- Form 4 : Power of Attorney
- Form 5 : Financial Capacity of the Applicant
- Form 6 : Particulars of Key Personnel
- Form 7 : Abstract of Eligible Assignments of the Applicant
- Form 7A : Abstract of other relevant experience of the Applicant
- Form 8 : Abstract of Eligible Assignments of Key Personnel
- Form 8A : Abstract of other relevant experience of Key Personnel
- Form 9 : Eligible Assignments of Applicant
- Form 9A : Other relevant assignments of Applicant
- Form 10 : Eligible Assignments of Key Personnel
- Form 10A: Other relevant assignments of Key Personnel
- Form 11 : CVs of Professional Personnel
- Form 12 : Proposal for Sub-consultant(s)

Appendix – II: Financial Proposal

- Form 1 : Covering Letter
- Form 2 : Financial Proposal
- Form 3 : Deleted

2.10 Clarifications

- 2.10.1 Applicants requiring any clarification on the RFP may send their queries to the Corporation in writing before the date mentioned in the Schedule of Selection Process at Clause 1.8. The envelopes shall clearly bear the following identification:

“Queries/Request for Additional Information concerning Request for Proposal (RFP) for Selection of Technical Consultant for Development of Tourism Projects

The Corporation shall endeavor to respond to the queries within the period specified therein but no later than 7 (seven) days prior to the PDD. The responses will be sent by fax or e-mail. The Corporation will post the reply to all such queries on the Official Website and copies thereof will also be circulated to all Applicants who have purchased the RFP document without identifying the source of queries.

- 2.10.2 The Corporation reserves the right not to respond to any queries or provide any clarifications, in its sole discretion, and nothing in this Clause 2.10 shall be construed as obliging the Corporation to respond to any question or to provide any clarification.

2.11 Amendment of RFP

2.11.1 At any time prior to the deadline for submission of Proposal, the Corporation may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFP document by the issuance of Addendum/ Amendment and posting it on the Official Website and by conveying the same to the prospective Applicants (who have purchased the RFP document) by fax or e-mail.

2.11.2 All such amendments will be notified in writing through fax or e-mail to all Applicants who have purchased the RFP document. The amendments will also be posted on the Official Website along with the revised RFP containing the amendments and will be binding on all Applicants.

2.11.3 In order to afford the Applicants a reasonable time for taking an amendment into account, or for any other reason, the Corporation may, in its sole discretion, extend the PDD^S

C. PREPARATION AND SUBMISSION OF PROPOSAL

2.12 Language

The Proposal with all accompanying documents (the “**Documents**”) and all communications in relation to or concerning the Selection Process shall be

^S While extending the Proposal Due Date on account of an addendum, the Corporation shall have due regard for the time required by bidders to address the amendments specified therein. In the case of significant amendments, at least 15 (fifteen) days shall be provided between the date of amendment and the Proposal Due Date, and in the case of minor amendments, at least 7 (seven) days shall be provided.

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 all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.13 Format and signing of Proposal

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

2.13.2 The Proposal shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant 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.

2.13.3 The Proposals must be properly signed by the authorized representative (the **“Authorized Representative”**) as detailed below:

- (a) by the proprietor, in case of a proprietary firm; or
- (b) by a partner, in case of a partnership firm and/or a limited liability partnership; or
- (c) by a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation; or
- (d) by lead member in case of consortium

A copy of the Power of Attorney certified by a notary public in the form specified in Appendix-I (Form-4) shall accompany the Proposal (if required).

2.13.4 Applicants should note the PDD, as specified in Clause 1.8, for submission of Proposals.

Except as specifically provided in this RFP, no supplementary material will be entertained by the Corporation, and that evaluation will be carried out only on the basis of Documents received by the closing time of PDD as specified in Clause 2.17.1. Applicants will ordinarily not be asked to provide additional

material information or documents subsequent to the date of submission, and unsolicited material if submitted will be summarily rejected.

2.14 Technical Proposal

2.14.1 Applicants shall submit the technical proposal in the formats at Appendix-I (the “**Technical Proposal**”).

2.14.2 While submitting the Technical Proposal, the Applicant shall, in particular, ensure that:

- (a) all forms are submitted in the prescribed formats and signed by the prescribed signatories;
- (b) power of attorney, if applicable, is executed as per Applicable Laws;
- (c) CVs of all Key Personnel have been included;
- (d) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 2.2.2 (D) of the RFP;
- (e) no alternative proposal for any Key Personnel is being made and only one CV for each position has been furnished;
- (f) the CVs have been recently signed and dated, in blue ink by the respective Personnel and countersigned by the Applicant. Photocopy or unsigned / countersigned CVs shall be rejected;
- (g) the CVs shall contain an undertaking from the respective Key Personnel about his/her availability for the duration specified in the RFP;
- (h) Key Personnel proposed have good working knowledge of English language;
- (i) Key Personnel would be available for the period indicated in the TOR;
- (j) no Key Personnel should have attained the age of 75 years at the time of submitting the proposal; and
- (k) the proposal is responsive in terms of Clause 2.21.3.

2.14.3 Failure to comply with the requirements spelt out in this Clause 2.14 shall

make the Proposal liable to be rejected.

- 2.14.4 If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of the Corporation for a period of 3 (three) years. The award of this Consultancy to the Applicant may also be liable to cancellation in such an event.
- 2.14.5 The Technical Proposal shall not include any financial information relating to the Financial Proposal.
- 2.14.6 The proposed team shall include experts and specialists (the “**Professional Personnel**”) in their respective areas of expertise and managerial/support staff (the “**Support Personnel**”) such that the Consultant should be able to complete the Consultancy within the specified time schedule. The Key Personnel specified in Clause 2.1.4 shall be included in the proposed team of Professional Personnel. The team shall comprise other competent and experienced professional personnel in the relevant areas of expertise (where applicable) as required for successful completion of this Consultancy. The CV of each such professional personnel, if any, should also be submitted in the format at Form-11 of Appendix-I.
- 2.14.7 An Applicant may, from time to time, if it considers necessary, propose suitable Sub-Consultants in specific areas of expertise (where applicable). Credentials of such Sub-Consultants should be submitted by the Applicant in Form-12 of Appendix-I. A Sub-Consultant, however, shall not be a substitute for any Key Personnel.
- 2.14.8 The Corporation reserves the right to verify all statements, information and documents, submitted by the Applicant in response to the RFP. Any such verification or the lack of such verification by the Corporation to undertake such verification shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Corporation thereunder.
- 2.14.9 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 Applicant or the Applicant has made material misrepresentation or has

given any materially incorrect or false information, the Applicant 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 Selected Applicant 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 Corporation without the Corporation being liable in any manner whatsoever to the Selected Applicant or Consultant, as the case may be.

In such an event, the Corporation shall forfeit and appropriate the Performance Security, if available, as mutually agreed pre-estimated compensation and damages payable to the Corporation for, *inter alia*, time, cost and effort of the Corporation, without prejudice to any other right or remedy that may be available to the Corporation.

2.15 Financial Proposal

- 2.15.1 Applicants shall submit the financial proposal in the formats at Appendix-II (the “**Financial Proposal**”) clearly indicating the total cost of the Consultancy (Item F of Form-2 of Appendix II) in both figures and words, in Indian Rupees, and signed by the Applicant’s Authorized Representative. In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.
- 2.15.2 While submitting the Financial Proposal, the Applicant shall ensure the following:
- (i) All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel (Expatriate and Resident, in the field, office etc), accommodation, air fare, equipment, printing of documents, etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, 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.

- (ii) The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the costs shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per Applicable Laws.
- (iii) Costs (including break down of costs) shall be expressed in INR.

2.16 Submission of Proposal

2.16.1 All the scanned documents as mentioned at clause no. 2.14 be submitted.

2.16.2 List of Documents to be scanned and submitted within the period of tender submission:

- i. Bid Security in favor of Managing Director Jammu & Kashmir Cable Car Corporation in form of DD/Bank draft issued by nationalized/scheduled bank payable at Srinagar/Jammu (these instruments issued by a cooperative bank will NOT BE ACCEPTED under any circumstances);
- ii. PAN card/TAN
- iii. Income Tax Returns for last 3 (three) years/Audited Balance Sheet for the period of last 3 years.
- iv. Letter Comprising the Bid in the prescribed format (Appendix – I) along with Annexes and supporting Documents;
- v. Service Tax Registration Certificate/VAT;
- vi. Documentary evidence of experience of running eligible projects.
- vii. Documentary evidence of operation of eligible projects being claimed by the bidder.

2.16.5 The completed Proposal must be submitted in hard copy on or before the specified time on PDD. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.16.6 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. No separate documents like printed annual statements, firm profiles, copy of contracts etc. will be entertained.

2.16.7 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Consultant

under the Agreement.

2.17 Proposal Due Date

- 2.17.1 Proposal should be submitted before 1600 hrs on the PDD specified at Clause 1.8 at the address provided in Clause 1.11 in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified therein.
- 2.17.2 The Corporation may, in its sole discretion, extend the PDD by issuing an Addendum in accordance with Clause 2.11 uniformly for all Applicants

2.18 Modification/ substitution of Proposals

Modifications to submission can be done by over-riding the earlier submission, prior to the PDD.

2.19 Performance Security

The Applicant, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Corporation's any other right or remedy hereunder or in law or otherwise, the Performance Security, if available, shall be forfeited and appropriated by the Corporation as the mutually agreed pre-estimated compensation and damage payable to the Corporation for, *inter alia*, the time, cost and effort of the Corporation in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- (a) If an Applicant engages in any of the Prohibited Practices specified in Clause 4.1 of this RFP;
- (b) if the Applicant is found to have a Conflict of Interest as specified in Clause 2.3; and
- (c) if the selected Applicant commits a breach of the Agreement.

D. EVALUATION PROCESS

2.21 Evaluation of Proposals

- 2.21.1 The Corporation shall open the Proposals at 1630 hours on the PDD, at the place specified in Clause 1.11.1 and in the presence of the Applicants who choose to attend.
- 2.21.2 The Technical Proposal shall be opened first.
- 2.21.3 Prior to evaluation of Proposals, the Corporation will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:
- (a) the Technical Proposal is received in the form specified at Appendix-I;
 - (b) it is received by the PDD including any extension thereof pursuant to Clause 2.17;
 - (c) it is signed, sealed & marked as stipulated in Clauses 2.13 and 2.16;
 - (d) it is accompanied by the Power of Attorney as specified in Clause 2.2.4;
 - (e) it contains all the information (complete in all respects) as requested in the RFP;
 - (f) it does not contain any condition or qualification; and
 - (g) it is not non-responsive in terms hereof.
- 2.21.4 The Corporation 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 Corporation in respect of such Proposals.
- 2.21.5 The Corporation shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.6 and the criteria set out in Section 3 of this RFP.
- 2.21.6 After the technical evaluation, the Corporation shall prepare a list of pre-

qualified Applicants in terms of Clause 3.2 for opening of their Financial Proposals. A date, time and venue will be notified to all Applicants for announcing the result of evaluation and opening of Financial Proposals. Before opening of the Financial Proposals, the list of pre-qualified Applicants along with their Technical Scores will be read out. The opening of Financial Proposals shall be done in presence of respective representatives of Applicants who choose to be present. The Corporation will not entertain any query or clarification from Applicants who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

- 2.21.7 Applicants are advised that Selection shall be entirely at the discretion of the Corporation.

Applicants shall be deemed to have understood and agreed that the Corporation shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

- 2.21.8 Any information contained in the Proposal shall not in any way be construed as binding on the Corporation, its agents, successors or assigns, but shall be binding against the Applicant if the Consultancy is subsequently awarded to it.

2.22 Confidentiality

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

2.23 Clarifications

- 2.23.1 To facilitate evaluation of Proposals, the Corporation may, at its sole discretion, seek clarifications from any Applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the Corporation for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- 2.23.2 If an Applicant does not provide clarifications sought under Clause 2.23.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Corporation may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Corporation.

E. APPOINTMENT OF CONSULTANT

2.24 Negotiations

- 2.24.1 The Selected Applicant may, if necessary, be invited for negotiations. The negotiations shall generally not be for reducing the price of the Proposal, but will be for re-confirming the obligations of the Consultant under this RFP. Issues such as deployment of Key Personnel, understanding of the RFP, methodology and quality of the work plan shall be discussed during negotiations. A Key Personnel who did not score 70% (seventy per cent) marks as required under Clause 3.1.2 shall be replaced by the Applicant with a better candidate to the satisfaction of the Corporation. In case the Selected Applicant fails to reconfirm its commitment, the Corporation reserves the right to designate the next ranked Applicant as the Selected Applicant and invite it for negotiations.
- 2.24.2 The Corporation will examine the CVs of all other Professional Personnel and those not found suitable shall be replaced by the Applicant to the satisfaction of the Corporation.
- 2.24.3 The Corporation will examine the credentials of all Sub-Consultants/ Consortium Members proposed for this Consultancy and those not found suitable shall be replaced by the Selected Applicant to the satisfaction of the Corporation.

2.25 Substitution of Key Personnel

- 2.25.1 The Corporation will not normally consider any request of the Selected Applicant for substitution of the Experts as the ranking of the Applicant is based on the evaluation of the Expert and any change therein may upset the ranking. Substitution will, however, be permitted in exceptional circumstances if the Healthcare Expert 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 Corporation.
- 2.25.2 The Corporation expects the named experts to be available during implementation of the Agreement especially. The Corporation will not consider substitution of the Key Personnel except for reasons of any incapacity or due to health. Such substitution shall ordinarily be limited to one Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Corporation.

2.26 Indemnity

The Consultant shall, subject to the provisions of the Agreement, indemnify the Corporation, for an amount not exceeding 10% of the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.27 Award of Consultancy

After selection, a Letter of Award (the “**LOA**”) shall be issued, in duplicate, by the Corporation to the Selected Applicant and the Selected Applicant shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, the Corporation may, unless it consents to extension of time for submission thereof, cancel the LOA and the next highest ranking Applicant may be considered.

2.28 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Applicant, it shall execute the Agreement within the period prescribed in Clause 1.8. The Selected Applicant shall not be entitled to seek any deviation in the

Agreement.

2.29 Commencement of Assignment

The Consultant shall commence the Consultancy within seven days of the date of the Agreement, or such other date as may be mutually agreed. If the Consultant fails to either sign the Agreement as specified in Clause 2.28 or commence the assignment as specified herein, the Corporation may invite the second ranked Applicant for negotiations. In such an event, the LOA or the Agreement, as the case may be, may be cancelled / terminated.

2.30 Proprietary data

Subject to the provisions of Clause 2.22, all documents and other information provided by the Corporation or submitted by an Applicant to the Corporation shall remain or become the property of the Corporation. Applicants and the Consultant, as the case may be, are to treat all information as strictly confidential. The Corporation will not return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Consultant to the Corporation in relation to the Consultancy shall be the property of the Corporation.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

- 3.1.1 In the first stage, the Technical Proposal will be evaluated on the basis of Applicant's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals score 50 points or more out of 100 shall be ranked as per score achieved by them, from highest to the lowest technical score (S).
- 3.1.2 Each Key Personnel must score a minimum of 50% marks except as provided herein. In case the Selected Applicant has one Key Personnel, who scores less than 50% (fifty per cent) marks, he would have to be replaced during negotiations, with a better candidate who, in the opinion of the Corporation, would score 50% (seventy per cent) or above. Further, the team leader should be in the pay roll of the applicant firm.
- 3.1.3 The scoring criteria to be used for evaluation shall be as follows.

S. No.	Criteria	Marks
1.	Relevant Experience of the Applicant	50*
i.	Experience in 3.1.4 (a)	20
ii.	Experience in 3.1.4 (b)	12
iii.	Experience in 3.1.4 (c)	10
iv.	Experience in 3.1.4 (d)	8
2.	Relevant Experience of the Key Personnel	30[@]
	Team Leader (clubbed with relevant sector expert)	12 [@]
	Urban Designer/Architect	2 [@]
	Civil Engineer	1.5 [@]
	Electrical Engineer	1.5 [@]
	Lighting Expert	1.5 [@]
	Landscape Architect	1.5 [@]
	Solid waste Management Expert	1.5 [@]
	Tourism and Hospitality Expert	1.5 [@]
	Financial and PPP Expert	1.5 [@]
	Skill and Community development Expert	1.5 [@]
	Project Supervision Team	4 [#]
3.	Approach & Methodology & presentation^{\$}	20

Grand Total

100

* 30% of the maximum marks shall of the Applicant be awarded for the number of Eligible Assignments undertaken by the Applicant. The remaining 70% shall be awarded for the comparative size and quality of Eligible Assignment.

@30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on, as described below. The remaining 70% shall be awarded for the comparative size and quality of Eligible Assignments

\$ Relative marking across bidders based on their understanding the project, proposed approach & methodology, and commitment to timeline etc

#The Project supervision team needs to be based in Jammu/Srinagar which will be specified later on.

While awarding marks for the number of Eligible Assignments, the Applicant or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Applicants or respective Key Personnel, as the case may be, shall be entitled to a proportionate score.

3.1.4 Eligible Assignments

For the purposes of satisfying the Conditions of Eligibility and for evaluating the Proposals under this RFP, advisory/ consultancy assignments in respect to project management and/or preparation of transaction / bid documents and other similar assignments for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”). Projects can be fall into multiple categories as specified below:

- (a) Experience in Project preparation/Management for Tourism Infrastructure projects for State Tourism Departments/ Tourism Corporations/ any other Government agency, during the preceding 3 years – 4 marks for each Project preparation / Management for Tourism Infrastructure projects costing more than INR 20 Crore up to max. of 20 marks.
- (b) Experience in preparation of DPR for Tourism/ Infrastrcuture projects in any state /Gol / financial institution and getting sanctioned costing more than INR 80 crore-3 marks for each project sanctioned (projects

selected by MoT for funding in Himalayan States/region would be considered)

- (c) Destination Development (of destinations (cultural or natural) of interest to tourism), Infrastructure Development, landscape development and environmental planning, cultural heritage conservation and site management plans, visitor management plans, site interpretation plans etc. for tourist destinations/circuits, requiring Engineering, Architectural, Landscape and Design expertise during the preceding 5 years, each assignment costing Rs.10.00 lakhs or above (exclusive of service tax): 2 marks for each project up to max. of 10 marks.
- (d) Experience in developing & getting DPR sanctioned of Tourism projects costing more than INR 5 Crore for each destination for Central Financial Assistance under GoI schemes or other financial institution – 4 marks for each destination.

3.2 Short-listing of Applicants

All the Applicants ranked as aforesaid, shall be pre-qualified for financial evaluation in the second stage. However, if the number of such pre-qualified Applicants is less than 2 (two), the Corporation may, in its sole discretion, pre-qualify the Applicant(s) whose Technical Score is less than the score specified in Clauses 3.1.1 and 3.1.2; provided that in such an event, the total number of pre-qualified Applicants shall not exceed 2 (two) and the technical scores shall be considered as per actual for further calculations.

3.3 Evaluation of Financial Proposal

- 3.3.1 For financial evaluation, the total cost indicated in the Financial Proposal, excluding Additional Costs, will be considered. Additional Costs shall include items specified as such in Form -2 of Appendix-II.

3.4 Combined and Final Evaluation

- 3.4.1 Proposals will finally be ranked according to their combined technical (T_b) and financial (C_b) scores as follows:

$$B_b = (0.8) * T_b + (0.2) \times (C_{\min} / C_b *100)$$

Where,

B_b = overall combined score of bidder under consideration (calculated up to two decimal points)

T_b = Technical score of the bidder under consideration

C_b = Financial bid value of the bidder under consideration

C_{\min} = Lowest financial bid value among the financial proposals under consideration

- 3.4.2 The Selected Applicant shall be the Applicant having the highest combined score. The second highest Applicant shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Applicant withdraws, or fails to comply with the requirements specified in Clauses 2.24, 2.28 and 2.29, as the case may be.

4. FRAUD AND CORRUPT PRACTICES

- 4.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Corporation shall reject a Proposal without being liable in any manner whatsoever to the Applicant, if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “**Prohibited Practices**”) in the Selection Process. In such an event, the Corporation shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Corporation for, *inter alia*, time, cost and effort of the Corporation, in regard to the RFP, including consideration and evaluation of such Applicant’s Proposal.
- 4.2 Without prejudice to the rights of the Corporation under Clause 4.1 hereinabove and the rights and remedies which the Corporation may have under the LOA or the Agreement, if an Applicant or Consultant, as the case may be, is found by the Corporation to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOA or the execution of the Agreement, such Applicant or Consultant shall not be eligible to participate in any tender or RFP issued by the Corporation during a period of 2 (two) years from the date such Applicant or Consultant, as the case may be, is found by the Corporation to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) “**corrupt practice**” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or

engaging in any manner whatsoever, directly or indirectly, any official of the Corporation who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Corporation, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Corporation in relation to any matter concerning the Project;

- (b) “**fraudulent practice**” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (c) “**coercive practice**” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- (d) “**undesirable practice**” means (i) establishing contact with any person connected with or employed or engaged by the Corporation with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- (e) “**Restrictive practice**” means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

5. MISCELLANEOUS

- 5.1 The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Jammu & Kashmir shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- 5.2 The Corporation, 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 Applicant in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Corporation by, on behalf of and/or in relation to any Applicant; 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 Applicant.
- 5.3 It shall be deemed that by submitting the Proposal, the Applicant agrees and releases the Corporation, 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.
- 5.4 All documents and other information supplied by the Corporation or submitted by an Applicant shall remain or become, as the case may be, the property of the Corporation. The Corporation will not return any submissions made hereunder. Applicants are required to treat all such documents and information as strictly confidential.
- 5.5 The Corporation reserves the right to make inquiries with any of the clients listed by the Applicants in their previous experience record.

Schedules

SCHEDULE – 1
(See Clause 1.1.3)

Terms of Reference (TOR)

1.SCOPE OF SERVICES

Stage 1 : Plan and concept reports/pre-feasibility reports (Preparatory Phase):

- i. Mapping of the tourism assets in the circuit (both tangible and intangible resources)
- ii. Undertake community survey to determine needs and potential for engagement of local communities in development and management of tourism products
- iii. Assess the existing situation and tourism potential of the circuit.
- iv. Assess the current infrastructure available for tourists and determine the gap for development of tourism destination
- v. Document the local architectural style, construction techniques and materials to develop appropriate construction methods and specifications.
- vi. Identify the list of tourism projects.
- vii. Prepare block cost estimates
- viii. Prepare concept reports & pre-feasibility reports of the identified tourism projects. The report to be on the format laid down by Ministry of Tourism guidelines and other funding agencies with supporting documents.

Stage 2: Detailed Project Reports for funding by Ministry of Tourism, GoI and other funding agencies:

- i. Preparation of Project Report including research, documentation, data collected, analysis and recommendations
- ii. Implementation Strategy for Development of Tourism Destination
- iii. Preparation of Detailed Project Report for implementation of the project components
- iv. Carry out necessary investigations & surveys, levelling, consultations wherever required for preparation of DPRs.
- v. Detailed Architectural drawings considering the local bye-laws and other regulations.

- vi. Detailed Structural Drawings.
- vii. Detailed Services plan (Electrical, Public Health, HVAC, rain harvesting and others as per requirement and compliance with national and local standards)
- viii. Detailed Landscape Plan/drawings
- ix. Detailed estimates and Bill of Quantities as per prevailing Schedule Of Rates and quotations for Non Scheduled Items.
- x. Assist the Jammu & Kashmir State Cable Car Corporation, Government of Jammu & Kashmir in getting Technical and Administrative Sanction/ approval from state and central governments.

Stage 3: Detailed Design and Supervision during implementation

- i. Providing Good For Construction drawings for timely completion of the project
- ii. Supervision of the projects during implementation

Perpetual Stage:

Coordination with Ministry of Tourism, Government of India and Other funding agencies

- i. The consultant will be required to submit the proposal and represent the Managing Director, Jammu & Kashmir State Cable Car Corporation, Government of Jammu & Kashmir at the Ministry of Tourism, Government of India and/or any other PMU appointed by the Ministry/State Government. Consultant will also represent and support Jammu & Kashmir State Cable Car Corporation, Government of Jammu & Kashmir in programmes and schemes of various other funding agencies.
- ii. The consultant shall after preparation of the DPR submit the same to Ministry of Tourism and various other funding agencies and be present for any presentations and representations for the same.
- iii. Technical staff as per RFP conditions will have to be deployed at office of Jammu & Kashmir State Cable Car Corporation, Government of Jammu & Kashmir, or any other office designated by it at Srinagar, Jammu and Ladakh to coordinate with Jammu & Kashmir State Cable Car Corporation, Government of Jammu & Kashmir, Ministry of Tourism and various other funding agencies.
- iv. The consultant shall also be responsible for all site inspections of Ministry of Tourism and various other funding agencies and its

- appointed representatives for Stage 1 &2 as required based on the award of specific project.
- v. Any changes/up-gradation to the proposal will have to be made by the consultant.
 - vi. The consultant shall co-ordinate with the Ministry of Tourism and various other funding agencies for final approvals, presentations and disbursement of funds.
 - vii. The consultant shall prepare presentations and reports for presentation during meetings with concerned agencies and also follow up on furnishing of utilization certificates, ensure compliance to guidelines and disbursements of subsequent instalments.
 - viii. Participate in Stake Holder Coordination Meetings with consent of the Jammu & Kashmir State Cable Car Corporation, Government of Jammu & Kashmir, if required for the project.

3. DELIVERABLES AND PAYMENT SCHEDULE

Timelines	No. of Days
Date of Appointment of Consultant /award of any project	T
Stage 1	T+90 days
Stage 2	T+120 days
Completion of work	T+600 days

Sr. No.	Stages of payment for consultant	Consultancy fees to be quoted on percentage of the total estimated cost of the project in figures and words for stage 1 & 2
1.	STAGE 1 On approval of concept Plan and submission of DPR to Funding Agency, Sanction of DPR and release of funds thereof	20% of the total project cost
2.	STAGE 2 On submission of all architectural, Structural & GFC drawings and tender documents	40% of the total quoted fees for Architectural Services
3.	STAGE 3 Ongoing Construction with periodic supervision	Balance in installments as per the percentage of the work done

SCHEDULE-2

(See Clause 2.3.3)

Guidance Note on Conflict of Interest (for Consultant)

1. This Note further explains and illustrates the provisions of Clause 2.3 of the RFP and shall be read together therewith in dealing with specific cases.
2. Consultants should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of consultants should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the Corporation and a consultant or between consultants and present or future concessionaries/ contractors. Some of the situations that would involve conflict of interest are identified below:
 - (a) Corporation and consultants:
 - (i) Potential consultant should not be privy to information from the Corporation which is not available to others.
 - (ii) Potential consultant should not have defined the project when earlier working for the Corporation.
 - (iii) Potential consultant should not have recently worked for the Corporation overseeing the project.
 - (b) Consultants and concessionaires/contractors:
 - (i) No consultant should have an ownership interest or a continuing business interest or an on-going relationship with a potential concessionaire/ contractor save and except relationships restricted to project-specific and short-term assignments.
 - (ii) No consultant should be involved in owning or operating entities resulting from the project.

(iii) No consultant should bid for works arising from the project.

The participation of companies that may be involved as investors or consumers and officials of the Corporation who have current or recent connections to the companies involved, therefore, needs to be avoided.

4. The normal way to identify conflicts of interest is through self-declaration by consultants. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the Corporation. All conflicts must be declared as and when the consultants become aware of them.
5. Another approach towards avoiding a conflict of interest is through the use of “Chinese walls” to avoid the flow of commercially sensitive information from one part of the consultant’s company to another. This could help overcome the problem of availability of limited numbers of experts for the project. However, in reality effective operation of “Chinese walls” may be a difficult proposition. As a general rule, larger companies will be more capable of adopting Chinese walls approach than smaller companies. Although, “Chinese walls” have been relatively common for many years, they are an increasingly discredited means of avoiding conflicts of interest and should be considered with caution. As a rule, “Chinese walls” should be considered as unacceptable and may be accepted only in exceptional cases upon full disclosure by a consultant coupled with provision of safeguards to the satisfaction of the Corporation.
6. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if consultants drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
7. Another form of conflict of interest called “scope–creep” arises when consultants advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the Corporation but which will generate further work for the consultants. Some forms of contractual arrangements are more likely to lead to scope-creep. For example, lump-sum contracts provide fewer

incentives for this, while time and material contracts provide built in incentives for consultants to extend the length of their assignment.

8. Every project contains potential conflicts of interest. Consultants should not only avoid any conflict of interest, they should report any present/potential conflict of interest to the Corporation at the earliest. Officials of the Corporation involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

Appendices

APPENDIX-I
(See Clause 2.1.3)

TECHNICAL PROPOSAL

Form-1

Letter of Proposal

(On Applicant's letter head)

(Date and Reference)

To,
[]

Sub: Request for Proposal (RFP) for selection of technical consultant for development of tourism projects

Dear Sir,

With reference to your RFP Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection of Technical Consultants for Tourism projects

- 1.The proposal is unconditional and unqualified.
2. I/We acknowledge that the Corporation will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices is true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
3. This statement is made for the express purpose of appointment as

the Consultant for the aforesaid Project.

4. I/We shall make available to the Corporation any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
5. I/We acknowledge the right of the Corporation to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/We certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial Corporation or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public Corporation nor have had any contract terminated by any public Corporation for breach on our part.
7. I/We declare that:
 - (a) I/We have examined and have no reservations to the RFP Documents, including any Addendum issued by the Corporation;
 - (b) I/We do not have any conflict of interest in accordance with Clause 2.3 of the RFP Document;
 - (c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Corporation or any other public sector enterprise or any government, Central or State; and
 - (d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with Clause 2.8 of the RFP document.
9. I/We declare that we are not a member of any other Consortium applying for Selection as a Consultant.
10. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory Corporation which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. I/We further certify that no investigation by a regulatory Corporation is pending either against us or against our Associates or against our CEO or any of our Directors / Managers / employees.
13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Corporation [and/ or the Government of India] in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.
14. I/We agree and understand that the proposal is subject to the provisions of the RFP document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.
15. I/We agree to keep this offer valid for 90 (ninety) days from the PDD

specified in the RFP.

16. A Power of Attorney in favour of the authorised signatory to sign and submit this Proposal and documents is attached herewith in Form 4.
17. In the event of my/our firm being selected as the Consultant, I/we agree to enter into an Agreement in accordance with the form at Schedule–2 of the RFP. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
18. In the event of my/our firm being selected as the Consultant, I/we agree and undertake to provide the services in accordance with the provisions of the RFP and that the consultant shall be responsible for providing the agreed services himself and not through any other person or Associate.
19. I/We have studied RFP and all other documents carefully. 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 Corporation or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.
20. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
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,

(Signature, name and designation of the authorized signatory)

(Name and seal of the Applicant/ Lead Member)

APPENDIX-I

Form-2

Particulars of the Applicant

1.1	Title of Consultancy:
1.2	Title of Project: Request for Proposal (RFP) for selection of technical consultant for development of tourism projects
1.3	State whether applying as Sole Firm or Lead Member of a consortium: Sole Firm
1.4	State the following: Name of Firm: Legal status (e.g. sole proprietorship or partnership): Country of incorporation: Registered address: Year of Incorporation: Year of commencement of business: Principal place of business: Name, designation, address and phone numbers of authorized signatory of the Applicant: Name: Designation: Company: Address: Phone No: Fax No : E-mail address:
	(Signature, name and designation of the authorized signatory) For and on behalf of

APPENDIX-I

Form-3

Statement of Legal Capacity

(To be forwarded on the letter head of the Applicant)

Ref. Date:

To,

Dear Sir,

Sub: Request for Proposal (RFP) for selection of technical consultant for development of tourism projects

I/We hereby confirm that we, the Applicant (along with other members in case of consortium, Constitution of which has been described in the Proposal*), satisfy the terms and conditions laid down in the RFP document.

I/We have agreed that (insert Applicant's name) will act as the Lead Member of our consortium.

I/We have agreed that (insert individual's name) will act as our Authorised Representative/ will act as the Authorised Representative of the consortium on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

Yours faithfully,

(Signature, name and designation of the authorised signatory

For and on behalf of

*Please strike out whichever is not applicable

APPENDIX-I

Form-4

Power of Attorney

Know all men by these presents, We, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr/Ms..... son/daughter/wife and presently residing at, who is presently employed with/ retained by us and holding the position of as our true and lawful attorney (hereinafter referred to as the "Authorised Representative") 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 and selection as the Technical Consultant for Request for Proposal (RFP) for selection of technical consultant for development of tourism projects, proposed by the Jammu & Kashmir Cable Car Corporation (the "Corporation") including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Corporation, representing us in all matters before the Corporation, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the Corporation 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 till the entering into of the Agreement with the Corporation.

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

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

For
(Signature, name, designation and address)

Witnesses:

2

Notarised
Accepted

.....

(Signature, name, designation and address of the
Attorney)

APPENDIX-I

Form-5

Financial Capacity of the Applicant

(Refer Clause 2.2.2 (B))

S. No.	Financial Year	Annual Revenue
1.		
2.		
3.		

Certificate from the Statutory Auditor[§]

This is to certify that (name of the Applicant) has received the payments shown above against the respective years on account of professional fees.

(Signature, name and designation of the authorized signatory)

Date:

Name and seal of the audit firm:

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

£ In the event that the Applicant does not wish to disclose its Annual Revenue, it may state that it has received more than the amount specified in the aforesaid certificate.

Note:

1. Please do not attach any printed Annual Financial Statement.

APPENDIX-I

Form-6

Particulars of Key Personnel

S. No.	Designation of Key Personnel	Name	Educational Qual.	Length of Professional Experience	Present Employment		No. of Eligible Assignments#
					Name of Firm	Employed Since	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.							
2.							
3.							

#Refer Form 8 of Appendix I Eligible Assignments of Key Personnel

APPENDIX-I

Form-7

Abstract of Eligible Assignments of the Applicant[#]
(Refer Clause 3.1)

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Professional fees ^{##} received by the Applicant (in Rs. crore) [£]
(1)*	(2)	(3)	(4)	(5)
1				
2				
3				
4				
5				

The Applicant should provide details of only those assignments that have been undertaken by it under its own name.

Exchange rate should be taken as Rs. 50 per US \$ for conversion to Rupees.

£ In the event that the Applicant does not wish to disclose the actual fee received for any particular assignment, it may state that it has received more than the amount specified for eligibility under this RFP. For example, it may state: "Above Rs. 5 (five) lakh" in respect of a particular project.

* The names and chronology of Eligible Assignments included here should conform to the project wise details submitted in Form-9 of Appendix-I.

Certificate from the Statutory Auditor^{\$}

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

(Signature, name and designation of the authorised signatory)

Date:

Name and seal of the audit firm:

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

APPENDIX-I

Form-8@

Abstract of Eligible Assignments of Key Personnel\$

(Refer Clause 3.1)

Name of Key Personnel:

Designation:

S.No	Name of Project*	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1						
2						

@ Use separate Form for each Key Personnel.

\$ In the case of Healthcare Expert, only those assignments shall be included where the Healthcare Expert worked as the Healthcare Expert in the relevant assignment.

* The names and chronology of projects included here should conform to the project-wise details submitted in Form-10 of Appendix-I.

APPENDIX-I

Form-9

Eligible Assignments of Applicant

(Refer Clause 3.1.4)

Name of Applicant:	
Name of the Project:	
Project particulars:	
Description of services performed by the Applicant	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of Project (in Rs crore or US\$ million):	
Payment received by the Applicant as professional fees	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
 2. Exchange rate should be taken as Rs. 60 per US \$ for converting to Rupees.
- £ In the event that the Applicant does not wish to disclose the payment received by it as professional fees for any particular assignment, it may state that it has received more than the amount specified in this statement.

APPENDIX-I

Form-10

Eligible Assignments of Key Personnel

(Refer Clause 3.1.4)

Name of Key Personnel:	
Designation of Key Personnel:	
Name of the Project:	
Project particulars:	
Name of Consulting Firm where employed:	
Description of services performed by the Key Personnel (including designation):	
Name of client and Address:	
Name, telephone no. and fax no. of client's representative:	
Estimated capital cost of the Project (in Rs crore or US\$ million):	
Start date and finish date of the services (month/ year):	
Brief description of the Project:	

Notes:

1. Use separate sheet for each Eligible Assignment.
2. In the case of Healthcare Expert, only those assignments shall be included where the Healthcare Expert worked as the Healthcare Expert in the relevant assignment.
3. Exchange rate should be taken as Rs. 50 per US \$ for converting in Indian Rupees.

APPENDIX-I

Form-11

Curriculum Vitae (CV) of Professional Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of Project	Description of responsibilities
-----------------	---------------------------------

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

Place..... (Signature and name of the Professional Personnel)

(Signature and name of the authorised signatory of the Applicant)

Notes:

- 1 Use separate form for each Key Personnel and Professional Personnel.
- 2 The names and chronology of assignments included here should conform to

the project-wise details submitted in Form-8 or Form-8A, as the case may be, of Appendix-I.

3. Each page of the CV shall be signed in ink by both the Personnel concerned and by the Authorised Representative of the Applicant firm along with the seal of the firm. Photocopies will not be considered for evaluation.

APPENDIX-I

Form-12

Proposal for Sub-Consultant(s)

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact				
Fields of Expertise				
No. of Years in business in the above Fields				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Sub-Consultant				
Name:				
Designation:				
Telephone				
No:				
4. Details of Firm's previous experience				
Name of Work	Name, address and telephone no. of Client	Total Value of Services	Duration of Services	Date of Completion of Services
1.				
2.				
3.				

(Signature and name of the authorised signatory)

Notes:

1. The Proposal for Sub-Consultant shall be accompanied by the details specified in Forms 10, 10A and 11 of Appendix –I.
2. Use separate form for each Sub-Consultant.

APPENDIX-II
FINANCIAL PROPOSAL
Form-1
Covering Letter
(On Applicant's letter head)

(Date and Reference)

To,

Sub: Request for Proposal (RFP) for selection of technical consultant for development of tourism projects

Dear Sir,

Subject: Selection of Technical Consultants for Tourism Projects

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm as Consultant for development of Tourism projects for above.

I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

Note: The Financial Proposal is to be submitted strictly as per forms given in the RFP.

APPENDIX-II
(See Clause 2.1.3)

Form-2

Financial Proposal

Item No.	Description	Percentage of Estimated Cost
A	PROFESSIONAL FEE OF THE SERVICES inclusive of all expenses but exclusive of applicable statutory taxes	

Appendix III
BANK GUARANTEE FORMAT

Ref: Name of the Work

TCN No:

Date:.....

WHEREAS(hereinafter called "the Bidder") has/have submitted his/their bid dated For(hereinafter called "the Bid")

KNOWN ALL MEN by these presents that weof.....having our registered office at(hereinafter called "the Bank") are bound onto XXXX (hereinafter called XXXX) in the sum of Rs(Rupees.....) only for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents, sealed with common seal of the Bank thisday of20.....

THE CONDITIONS under which the BG shall be invoked are under

- 1.
- 2.
- 3.

We undertake to pay to XXX the above amount according to and upon receipt of their first written demand without XXXX having to substantiate their demand, provided that in their demand XXXX will note that the amount claimed by them is due to them owing to the occurrence of any or all of the above stated conditions specifying the occurred conditions or conditions.

This Bank Guarantee shall be payable at (Detail Postal Address of the Branch with code No where payable).

THIS GUARANTEE will remain in force upto and including dt..... And any demand in respect thereof should reach the Bank not later than such date.

The above reference (TCN No.) must be used for all correspondences on this bank Guarantee.

Name of the Bank

By.....

Title

Authorized Representation

Signature of Witness

Name & Address of Witness