DIRECTORATE OF TOURISM
GOVERNMENT OF JHARKHAND

REQUEST FOR PROPOSAL (RFP)

9th April, 2016

GOVERNMENT OF JHARKHAND
DIRECTORATE OF TOURISM
FFP Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand

SELECTION OF
ARCHITECTURAL & DESIGN CONSULTANT
FOR TOURISM DESTINATION DEVELOPMENT OF
PATRATU DAM

DISCLAIMER

1 The information contained in the RFP document or subsequently provided to applicants, whether verbally or in documentary or any other form by or on behalf of Directorate of Tourism or any of their employees or advisers, is provided to Bidders on the terms and conditions set out in this RFP.

2 Though adequate care has been taken in the preparation of this RFP, the Bidder should satisfy himself that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the Director, Directorate of Tourism immediately before last date of purchase of RFP document.

3 The RFP is not an agreement and is neither an offer nor invitation by the Directorate of Tourism to the prospective Bidders or any other person. The purpose of this document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. The RFP may include statements, which reflect various assumptions and assessments arrived at by the Directorate of Tourism in relation to the requirement. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. The RFP may not be appropriate for all persons, and it is not possible for Directorate of Tourism, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses the RFP. The assumptions, assessments, statements and information contained in the RFP, may not be complete, accurate, adequate or correct, each Bidder 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 the RFP and obtain independent advice from appropriate sources.

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

5 Directorate of Tourism, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder 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 the 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 the RFP or arising in any way in this selection process.

6 Directorate of Tourism also accepts no liability of any nature whether resulting from negligence or otherwise arising from reliance of any Bidder upon the statements contained in the RFP.

7 Directorate of Tourism 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 the RFP which shall be posted only on the website of Directorate of Tourism, at http://www.jharkhand.gov.in/directorate-of-tourism. It shall be the responsibility of the interested bidders to keep themselves informed about the same.

8 The issue of this RFP does not imply that Directorate of Tourism is bound to select a Successful Bidder for the project and Directorate of Tourism reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

9 The Bidder 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 Directorate of Tourism or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses shall remain with the Bidder and Directorate of Tourism shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the selection process.

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Letter of Invitation

GOVERNMENT OF JHARKHAND
DIRECTORATE OF TOURISM, ART CULTURE, SPORTS AND YOUTH AFFAIRS

FFP Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand
Tel: + 91 651 2400493, Fax: +91 651 2400492, Email: tourism_directorate@rediffmail.com

REQUEST FOR PROPOSAL (RFP) FROM ARCHITECTURAL & DESIGN CONSULTANCY SERVICES FIRM FOR TOURISM DESTINATION DEVELOPMENT OF PATRATU DAM

The Directorate of Tourism, Jharkhand proposes to take-up destination development of Patratu Dam for tourism development and is interested in engaging leading Architecture and Design Consultancy Firms for providing Architectural services along with required structural designs, electrical, HAVC, Sanitary, Fire safety system, Communication system, LAN, Access control, etc. The overall proposal for development will be governed by local environmental ecology and sustainability concepts. The services include providing detailed designs and specifications with Bill of Quantities for all works involved in the construction of the above project.

Tourism Department, Government of Jharkhand, invites Request for Proposals from reputed and experienced Architectural / Design Consultancy firms, to design various tourism related activities and other basic amenities for visitors on the land parcels identified around Patratu Dam. The complete planning area will be **120.62 acres**, whereas Development in Phase 1 will appx. 15.89 acres.

The RFP can be purchased from the Establishment Section Office of Tourism Directorate by paying INR 10,000OR it can also be downloaded from the Directorate of Tourism website

(http://www.jharkhand.gov.in/www.jharkhandtourism.in). RFP (Tender) fees of INR 10,000 shall be paid along with bid submission. RFP (Tender) fees shall be paid through Demand Draft/ Banker Cheque, drawn in the favour of **Director, Directorate of Tourism,** payable at Ranchi.

Last Date and time for submitting Pre-Bid Queries	16:00 hrs, 12.04.2016
Pre- Bid Meeting	15:00 hrs, 13.04.2016
Reply of Pre-Bid Queries to be uploaded	16:00 hrs, 18.04.2016
Last date and time for submission of response to RFP (Bid – Documents)	16:00 hrs, 29.04.2016
Date of opening of the tender (Minimum Eligibility Criteria)	17:00 hrs, 29.04.2016
Date of opening of the tender (Technical Proposal)	15:00 hrs, 02.05.2016
Date of Technical Presentation	To be informed to shortlisted bidders
Date of opening of Financial Proposal	To be informed to technically shortlisted bidders
Bid receiving Address	Directorate of Tourism, FFP Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi

Director,
Directorate of Tourism
Government of Jharkhand

1. Directorate of Tourism, Jharkhand

The State of Jharkhand is endowed with immense bio-diversity, moderate climate, rich cultural and historical heritage, religious places of worship and ethnic aspects to make the State the ultimate destination for tourists. The State Government has a firm belief that development of tourism sector would not only generate immense employment opportunities but also would contribute in accelerated economic development. This would not only ensure showcasing rich traditional and cultural heritage of the State but also would have cascading effect in development of other sectors. The State Government has accorded tourism the status of industry in Jharkhand. It is felt that to ensure rapid development in tourism sector, there is a need to develop tourist circuits and destinations providing various amenities, both way-side and at different destination points, supporting the tourists by providing conveyance, lodging and other prerequisites, etc.

Involvement of private sector, NGOs, self-help groups and local government stakeholders as partners in promotion and development of tourism industry of the State is an important and critical aspect, which would go a long way in maintenance of the tourism infrastructure.

2. Project Background

Directorate of Tourism intends to develop area around Patratu Dam, Jharkhand, into an attractive integrated tourism project by developing various tourism related activities and other basic amenities for visitors. Tourism related infrastructure is proposed to be developed around the dam site in two different Development Stages which will align with the overall vision of the Government.

The Dam is located around 35km from Ranchi. Surrounding hilly terrain acts as the catchment area for the Dam. This place in its current condition attracts lots of tourist from Ranchi and from nearby towns and villages.

The total area of about 120.62 acre is identified for tourism development and is spread around the dam area. (Refer Site Map No. 1)

Development Stage I – Broad Components (indicative)

(Appx. 15.89 Acres)

Pathway	Benches	Ghat and Railing	Heritage lamps / Fairy lights
Public amenities	Watch Tower/ Statue	Landscaping	Pagodas/Gazebos
Parking bay	Fountain	Iconic Entrance gate	Children's play area & equipment's
Suspension Bridge	Cafeteria	Theme garden	Open Air Theatre
Water Tank	Signage	Landscaped Garden	Jetty

Development Stage II –Broad Components (indicative)

(Appx. 104.73 Acres)

Pathway	Docking bays	Jet ski	Benches & Dustbins
Boat club	Jetty/Railings	Car Parking bay	Last mile connectivity
Fencing	Heritage lamps/Fairy lights/High mast	Catamaran cruise	Motor Boats and paddle boat
Landscaping	Public amenities	Fairy lights	Theme garden
Floating Restaurant	Signage	Accommodati on Unit	Iconic Entrance gate

Timeframe for Engagement

The period of assignment will be 25 months from the date of signing of Agreement. Theperiod includes:

a) 7 months for designing and selection of Construction Contractor and

b) 18 monthsfor construction of Development Stage I.

3. Instruction to Applicants

3.1 Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the Proposal.

3.2 Broad description of the objectives, scope of services, deliverables, and other requirements relating to this Consultancy are specified in this RFP. In case an applicant firm possesses the requisite experience and capabilities required for undertaking the Consultancy, it is invited to participate in the selection process individually (the "Sole Firm") or as a consortium of firms (the “Consortium”).

3.3 Proposals shall be prepared and submitted in the manner elaborated in this RFP as per the formats / annexures provided.

3.4 No Applicant or its Associate shall submit more than one Application for the Consultancy either as a sole bidder, a consortium member or as a sub-consultant. Qualifications / Experience of Sub-Consultants will not be considered for evaluation of Minimum Eligibility Criteria.

3.5 Any entity which has been barred by any agency of the Central Government, any State Government, any Statutory Authority or any public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of the Proposal, would not be eligible to submit a Proposal either by itself or through its Associate.

3.6 Directorate of Tourism, Jharkhand reserves the right to terminate a firm’s participation in the tender process at any time, should Directorate of Tourism, Jharkhand consider that a firm has, without the prior consent, failed to comply with any of the procedures and requirements prescribed in the RFP.

3.7 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 Authority;
c. accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred in the RFP;
d. satisfied itself about all matters, things and information, including matters referred herein, necessary and required for submitting an informed Application and performance of all of its obligations there under;
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.

3.8 The Authority 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 Authority.

3.9 The Proposal of a firm shall be liable for disqualification in the event of the following:

a. If the firm refuses to accept the correction of errors in its proposal, (or)
b. If the Firm / Consortium submits a conditional Proposal which would affect unfairly the competitive provision of other firms who submitted substantially responsive proposal and/or is not accepted by Directorate of Tourism, Jharkhand.

3.10 Amendment to RFP

a. At any time prior to the due date for submission of Proposal, the Authority may, for any reason, whether at its own initiative or otherwise, modify the RFP document by issuing Addendum/ Amendment.

b. In order to provide the Applicants with reasonable time for taking an amendment into account, or for any other reason, the Authority may, in its sole discretion, extend the Proposal Due Date.

c. The above changes & amendments, if any, will be notified only in the authority's website i.e. http://www.jharkhand.gov.in/directorate-of-tourism.

3.11 Conflict of Interest

a. The Authority expects that the Consultant provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Consultant shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Authority.

b. 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.

c. An Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

   i. a constituent of such Applicant is also a constituent of another Applicant; (or)
   ii. such Applicant or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; (or)
   iii. such Applicant has the same legal representative for purposes of this Application as any other Applicant; (or)
   iv. a firm is engaged by the Authority to provide goods or works or services and if the Associate/s of such firm is engaged for providing consulting services for the same project and vice versa.

d. The successful bidder (Architecture & Design Consultant) which has been engaged by the Directorate of Tourism to provide architectural consultancy services for this project shall be disqualified for providing goods or works or services related to assignments for the same project to any of the construction agencies. The bidder should clarify their situation in this respect to the Client.

3.12 Right to Terminate the Process

a. Directorate of Tourism, Jharkhand may terminate the RFP process at any time and without assigning any reason. Directorate of Tourism, Jharkhand makes no commitments, express or implied, that this process will result in a business transaction with anyone; and

b. This RFP does not constitute an offer by Directorate of Tourism, Jharkhand. The Bidder's participation in this process may result in Directorate of Tourism, Jharkhand selecting the Bidder to engage towards execution of the contract.

3.13 RFP Document Fees/ Cost of RFP Document

a. RFP document can be purchased at the address & dates provided in the Letter of invitation by submitting a non-refundable Demand Draft in favour of Director, Directorate of Tourism, Jharkhand from any of the nationalized/ scheduled banks in India for a value of INR 10,000 only.
b. The Bidder may also download the RFP documents from the website jharkhandtourism.in. In such case, the demand draft of RFP document fees should be submitted along with Proposal.
c. Proposals received without or with inadequate RFP Document fees shall be rejected.

3.14 Earnest Money Deposit

a. Bidders shall submit, along with their Bids, EMD of INR 1,00,000/- (INR One lakh only) only, in the form of a Demand Draft OR Bank Guarantee issued by any nationalized/ scheduled bank in favour of Director, Directorate of Tourism, Jharkhand and payable at Ranchi;
b. EMD shall be valid for a period of 180 days.
c. EMD of all unsuccessful Bidders would be refunded by Directorate of Tourism, Jharkhand within 30 days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the bank guarantee format provided.
d. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it;
e. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected; and
f. The EMD may be forfeited:
   i. If a Bidder withdraws its bid during the period of bid validity; and
   ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with this RFP.

3.15 Pre-Bid Queriesand Meeting

a. The Bidders will have to ensure that their queries for pre-bid meeting should reach to Directorate of Tourism, Jharkhand by post and all queries will have to be also mandatorily emailed to **tourism_directorate@rediffmail.com**with the subject line **"Pre-bid Quarries for Patratu Tourism Development"**, on or before**16:00 hrs (IST), 12th April, 2016**. The Department will not consider any queries received after the above mentioned date.

   The Pre-bid meeting of the received queries will be held at the Office of the Director, Tourism Directorate, Ranchi on 13th April 2016 at 15:00 hrs. The interested bidders are invited to the conference to discuss upon the queries raised.

b. The queries should be submitted in the following format:

S. No.	RFP DocumentReference(s) (Section & Page Number(s))	Content of RFP requiring clarification(s)	Points of Clarification
1.			
2.			
3.			

4.			
5.			

c. Directorate of Tourism, Jharkhand shall not be responsible for ensuring that the Bidders‟ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Directorate of Tourism, Jharkhand.

d. The corrigendum (if any) & clarifications to the queries from all Bidders will be posted only on the website;

e. Any such corrigendum shall be deemed to be incorporated into this RFP; and

f. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Directorate of Tourism, Jharkhand may, at its discretion, extend the last date for the receipt/ submission of Proposals.

3.16 Force Majeure

a. The bidder shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages, or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this Clause, Force Majeure means an event or situation beyond the control of the bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the bidder. Such events may include, but not be limited to, acts of Directorate in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

b. If a Force Majeure situation arises, the bidder shall promptly notify Directorate of Tourism, in writing of such condition and the cause thereof. Unless otherwise directed by Directorate of Tourism, in writing, the bidder shall continue to perform its obligations under the Contract as far as it is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

4. Preparation, Submission & Evaluation ofProposals

4.1 General

a. The applicant firms shall bear all costs associated with the preparation and submission of its proposal, including any site visits, field investigations, data collection, analysis, etc. as also any discussions/negotiations. The authority shall not be responsible or liable for any such costs incurred.

b. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.

c. All communication and information shall be provided in writing and in English language only.

d. All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct and final.

4.2 Preparation and Submission of Proposals

a. The Proposals shall be prepared in separate envelopes as under:

   i. **Envelope A**: Supporting documents for Minimum Eligibility Criteria and EMD shall be placed in sealed envelope clearly marked '**Minimum Eligibility Criteria**'. An authorized representative of the bidder should sign all pages of the proposal. A power of Attorney or Board Resolution should be included in the 'Envelope A' for the same.

   ii. **Envelop B:** the Technical Proposal shall be placed in a separate sealed envelope clearly marked 'Technical Proposal'. An authorized representative of the bidder should sign all pages of the proposal.

   iii. **Envelope C:** Financial Proposal shall be placed in a sealed envelope clearly marked 'Financial Proposal'. An authorized representative of the bidder should sign all pages of the proposal. A power of Attorney or Board Resolution should be included in the 'Envelope C' for the same.

   iv. **Envelope D:** Envelopes (A, B and C) shall be placed into an outer envelope (D) and sealed. This outer envelope shall bear the submission address and be super scribed "Proposal for Selection of Architectural & Design Consultant for Tourism Destination Development of Patratu Dam".

4.3Submissions of Financial Proposal

1. The financial proposal shall be inclusive of all taxes (excluding service tax) and expenses as fee in Lump sum should be submitted in the formats furnished. The amount should be quoted in INR only.

2. In preparing the Financial Proposal, Architect & Design Consultants are expected to take into account the requirements and conditions of the RFP document. The quoted fee shall be all inclusive, containing all costs associated with the Assignment, including remuneration for staff (in the field and at headquarters),

transportation, services and equipment (vehicles, offices equipment, furniture, and supplies), office rent, insurance, printing of documents and surveys.

3. **The break – up of costs of above for arriving at the fee quoted by them may be indicated in a separate sheet.** The rates given in the break – up of costs will be used during financial negotiations and for fixing remuneration for unexpected major increase / decrease in scope of any work. The man month's rates may also be used for requisitioning additional miscellaneous services during the project period. The services of any expert for the subject projects, which have been earmarked, should be made available.
4. Commissions and gratuities, if any, paid or to be paid by Architect & Design Consultants and related to the Assignment will be specified in the Financial Proposal submission form.
5. The financial bid must remain valid for 180 (One Hundred Eighty) days from the submission date. The Client will make its best effort to complete negotiations within this period. It is also obligatory for the tenderer to keep the bid validity open for another 60days for which request in writing / fax will be sent by the Client before expiry of the validity period. If the Proposal validity period is further subsequently extended, the Architect & Design Consultants have the right to with draw their Proposal and offer for the project.
6. An agreement shall be drawn up by Directorate of Tourismand entered into with the successful bidder for the consultancy work entrusted to him on negotiated terms and conditions within the stipulated time as per Letter of Intent (LoI).

4.4Signing of Proposals

The Authorized Signatory shall sign or initial each page of the proposal documents along with the stamp of the firm. They should also sign & stamp each page of the RFP & return the same along with proposal to Directorate of Tourism. Power of Attorney shall be enclosed as proof of Authorization along with Consortium Agreement, if applicable.

4.5Opening of Proposals

a. Proposals received by the due date and time and in sealed condition will only be considered for opening and evaluation. Proposals other than the above will be summarily rejected.
b. The details of the authorised representatives (who choose to attend) present will be recorded.
c. Name of the firms that submitted the proposals will be read aloud in the presence of firm's representatives and will be recorded.

4.6Evaluation of Minimum Eligibility Criteria

a. The pre-qualification documents will be first evaluated against the stipulated eligibility criteria's. Compliance of all the stipulated criteria is mandatory. Material deficiencies in providing the documentation proof of eligibility criteria information will result in rejection of Proposals.
b. Technical proposals will only be evaluated of firms meeting the minimum eligibility criteria.

c. Directorate of Tourism will inform the pre-qualified Architect & Design Consultants and also notify the other Architect & Design Consultants who have not qualified, duly returning their unopened technical and financial proposals.

Minimum Eligibility Criteria

#	Sections	Specific Requirements	Supporting Document Required
1	Company Registration	The Bidder (Architecture and Design consultant) should be a company registered under Indian Companies Act, 1956 or a partnership firm registered under Indian Partnership Act, 1932 or a registered proprietorship firm. The Bidder should be in operation for last seven years.	Self-attested Copy of Incorporation and Registration Certificate
2	Registration with Council of Architecture	The Owner/Director/Partner of the Architecture and Design consultant should be registered with the Council of Architecture, India. In case of consortium, the Owner/Director/Partner of either of the consortium members should have been registered under Council of Architecture.	Registration with Council of Architecture, India
3	Consortium	In case two or more firms are collaborating to bid, lead bidder must be specified.	Consortium agreement specifying the roles and responsibilities of each bidding party must be submitted with the Technical Proposal
4	Annual Turnover	Average annual Turnover of the bidder for the last 3 financial years (2014-15, 2013-14 and 2012-13) as per the audited balance sheets, should be at least Rs. 5 Crores per annum from exclusively providing Architecture and Design services. The bidder should be in profit for at least three financial years during the last 5 financial years ending 31st March, 2015.	Bidder shall submit a CA Certificate with CA's Registration Number/ Seal
5	Technical Capability	The Architecture and Design Consultant should have worked on at least 5 similar Master Planning / Urban Design / Landscaping projects in last 5 years, where the firm has provided/providing	Work Order / Completion Certificate / Partial Completion / Self Certificate of Completion (Certified

#	Sections	Specific Requirements	Supporting Document Required
		design servicesin a single Work order of at least INR 40 Lakhs value in a project of state/ central government organization / PSU / private sector national or international.	by the Statutory Auditor) depicting value of consultancy services provided
6	EMD &Tender Fee	EMD of INR 1 Lakhs in form of a Demand Draft or Bank Guarantee which will be in favor of Director Tourism. A Non - refundableTender Fee of INR 10,000/- (Rs. Ten thousand only) in the form of DD from any Nationalized Bank, in favor of Director, Directorate of Tourism, payable at Ranchi.	Demand Draft/Bank Guarantee
7	Black Listing	The Architecture and Design consultant shall not be blacklisted by any Government Agency (Central/State Government and Public Sector).	A self-certified letter/undertaking by the authorized representative of the bidding entity shall be provided.

4.7Technical Evaluation

a. The evaluation of Technical Proposals of only those Architect & Design Consultants who have qualified in the pre-qualification/minimum eligibility criteria will be carried out.

b. If the Technical proposals are found to be inadequate and do not correspond to the design brief, scope of service and terms of reference, they shall be summarily rejected.

c. The Technical Evaluation will be evaluated in two phases and total marks will be given out of 100. The first phase of the evaluation will be based on the Technical Proposal document submitted by the bidder and will carry 70 Marks. Bidders will subsequently be called for Technical Presentation that is allotted 30 Marks:

#	Criteria	Requirements	Max Marks	Supporting Documents
PROJECT APPRECIATION			**30**	
1.	Project Appreciation	• Understanding of the Patratu project requirements • Relevant past experience	5	Background, context and understanding of tourism concept

#	Criteria	Requirements	Max Marks	Supporting Documents
2.	Conceptual Master plan for the entire 120.62 acres	• Understanding of the project requirements for master planning • Relevant past experience	15	Conceptual design supported with illustrative drawings, sketches, images
3.	Capability in Green concepts / techniques adopted in the design	• Understanding of the project requirements for Green concepts/techniques	10	Details on green concepts and technique, sustainable measures, local materials proposed to be incorporated in the project design
APPROACH & METHODOLOGY			**15**	
4.	Methodology and Work Plan for project completion	Approach and Methodology to perform the work in this project : – The extent to which the Architect and Design Consultant's approach and work plan respond to the objectives indicated in the RFP – Completeness and responsiveness: The extent to which the proposal responds exhaustively to all the requirements of all the Scope of Work – Time bound implementation and details on various stages/phases of project execution	15	Approach and Methodology supported with the Gantt Chart
RESOURCE PROFILE			**25**	
5.	Team Leader	B. Arch with Post Graduate in Architecture / Urban Design / Landscaping Professional Experience: Minimum 10 Years Should have been leading architecting projects as a Project Manager and should be employed with the Applicant firm for at least six months preceding the Proposal due date with experience in urban design/ Tourism projects	10 (7 marks for 10 years of experience. For every additional year, 1 mark extra. Maximum 10 marks)	Detailed Profile (Curriculum Vitae)
6.	Junior Architect	B. Arch or equivalent	5	Detailed Profile

#	Criteria	Requirements	Max Marks	Supporting Documents
		Professional Experience: Minimum 5 Years Should be employed with the Applicant firm for at least 12 months preceding the Proposal due date with experience in urban design/ Tourism projects	(3 marks for 5 years of experience. For every additional year, 1 mark extra. Maximum 5 marks)	(Curriculum Vitae)
7.	Quantity Surveyor	B.E. / B. Tech (Civil) Professional Experience: Minimum 5 Years	5 (3 marks for 5 years of experience. For every additional year, 1 mark extra. Maximum 5 marks)	Detailed Profile (Curriculum Vitae)
8.	Infrastructure Engineer	• B.E. Civil • M.E. / M. Tech (PHE) • Professional Experience: Minimum 8 Years Should have experience in assignments of planning/designing of integrated infrastructure (water supply, sewerage and sanitation and drainage) of Metropolitan cities/urban areas/industrial regions/area development projects of similar magnitude.	5 (3 marks for 8 years of experience. For every additional year, 1 mark extra. Maximum 5 marks)	Detailed Profile (Curriculum Vitae)
TECHNICAL PRESENTATION			**30**	
9.	Technical presentation	Highlight experiences, understanding of design brief of Directorate of Tourism requirements, design concepts, functional aspects, international best practices, green and sustainable features, unique differentiators, methodology for completion of works	30	Presentation (along with presence of key project resources that are proposed)

4.8Financial Evaluation and Final Selection Criteria

1 Only those Bidders whose Technical Proposals score **at least 70 marks out of 100** shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST) ("Technically Qualified bidders").

2 Financial bids of only the Technically Qualified bidders shall be opened for evaluation. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost indicated in the Financial Proposal will be considered. The Directorate of Tourism will determine whether the Financial Proposals are complete in all aspects, qualify as per RFP requirements and are unconditional.

3 The cost indicated in the Financial Proposal shall be deemed as final and reflect the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and liability to fulfil its obligations as per the terms of reference within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

SF = 100 × FM/F

SF is the 'Financial Score' of the Financial Proposal being evaluated.

Fm is the computed lowest Financial Proposal (inclusive of all taxes but excluding Service Tax).

F is the Computed Price of the bidder under evaluation (inclusive of all taxes but excluding Service Tax).

4 Combined and final evaluation of Bids:

Final ranking of all proposals shall be done with weightage of 80:20. Weightage of 80% shall be given to technical competence and 20% to the fee quoted in financial proposal.

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

S= ST × TW + SF × FW

Where S is the combined score, and TW and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.

4.9 Negotiation

1 Negotiations will be held by the Committee at the office of the Directorate of Tourism, Ranchi with the selected Architecture & Design Consultant on their financial and technical proposals. Normally, such negotiations commence within a week after issuance of the Directorate of Tourism's invitation to attend the negotiations. The invited Architect & Design Consultants will, as a pre-requisite for attendance at the negotiations, confirm availability of all nominated key personnel, experts and satisfy such other pre negotiation requirements as the Directorate of Tourism, may specify. Failure in satisfaction of such requirements may result in the Directorate of Tourism, proceeding to negotiate with the next-ranked Architect & Design Consultant. Representatives conducting negotiations on behalf of the Architecture & Design Consultant must have written authority to negotiate technical, financial and other terms.

2 The technical negotiations cover review of the Architect & Design Consultant's Technical Proposal, including the proposed technical approach and methodology, work plan, staffing schedule, organizational arrangements, and any suggestions made by the Architecture & Design Consultant or the Client to improve the

implementation of the assignment. Negotiations will not result in substantial modifications to either the Architect & Design Consultant's Technical Proposal or the TOR.

3 The financial negotiations will generally fine-tune duration of experts' inputs and quantities of out-of pocket expenditure items may be increased or decreased from the relevant amounts shown or agreed otherwise, in the Financial Proposal. Unless exceptional circumstances exist, the details of experts' remuneration and specified unit rates for out-of-pocket expenditure will not be subject to negotiations.

4 The Client shall prepare minutes of the negotiations which will be signed by the Client and the Architect & Design Consultant. The aim is to reach an agreement on all points and initial a draft contract after the conclusions of negotiations with in two weeks.

5 Confidentiality Negotiations Information relating to evaluation of Proposals and recommendations concerning contract award shall not be disclosed to Architect & Design Consultants who submitted Proposals or to other persons not officially concerned with the Selection process until the winning firm has been notified and contract awarded.

6 If the Directorate of Tourism, and the highest ranked consulting firm are unable to reach agreement on a contract within a reasonable time, the Employer shall terminate the negotiations with the first ranked Architecture & Design Consultant and invite the Architecture & Design Consultant who ranked second in the evaluation to enter into negotiations. This procedure shall be followed, in accordance with the ranking of Architect & Design Consultants, until the Employer reaches agreement with an Architect & Design Consultant.

4.10 Award of Contract

1 After completion of negotiations, the Client shall award the contract to the Architecture & Design Consultant and promptly notify the other bidders who submitted Proposals that they were unsuccessful. The Client will return the unopened Financial Proposals to the unsuccessful Architect & Design Consultants.

2 Notification on Award of Contract for the selected Architecture & Design Consultant will be made in writing inviting to execute an agreement on non-judicial stamp paper as per the Performa issued by Directorate of Tourism. The RFP submissions of the Architect & Design Consultants shall form a part of the contract.

5. Terms of Reference

5.1 Scope of Service

The broad scope of services under this contract shall be divided into the following three stages;

- Section A: Site Surveys
- Section B: Master Planning for the complete planning Area of 120.62 Acres (Development Stage 1 + Development Stage 2).
- Section C: Detailed Architecture, Engineering and Landscaping of Development Stage 1 (15.89 Acres). Description of scope for the sections are as follows:

SECTION A: SITE SURVEY

a. The Architecture & Design Consultant shall carry out detailed topographical survey (@0.5 m interval) of the entire Master Plan Area (120.62 acres).

b. The Architecture & Design Consultant shall also carry out soil test of the site to determine the bearing capacity, CBR value etc. which will be required for structural design of the buildings and various engineering works for laying infrastructure.

SECTION B: MASTER PLANNING FOR THE COMPLETE PLANNING AREA OF 120.62 ACRES (DEVELOPMENT STAGE 1 + DEVELOPMENT STAGE 2)

The Architectural& Design Consultant shall develop 3 conceptual layout plan for the entire master plan area, one of which shall be finalised in discussion with client. The master plan of the area shall address the following:

- Activity/Product Mix with detailed Area Programing.
- Site Analysis describing slopes, high flood level of the dam, soil condition, existing features etc.
- Land-use Zoning marking location of all the proposed tourism activities, infrastructure and tourist facilities.
- Urban Design and evolution of Building geometry to adopted in the project.
- Design Engineering of all Infrastructure works like, sewerage, drainage, rain water harvesting, firefighting etc.
- Circulation Plan, Detailed Road Network, demarcating width of the roads, pathways, and its sections. The sections designed/developed, shall include provision for utility corridor, street-scaping, Street furniture etc.
- Landscaping with specification soft-scape and hard-scape.
- Provision for various Physical Infrastructure like drainage, sewerage, electrical, communications, access control, fire-fighting, illumination, signage etc.
- Social religious infrastructure like ghats (for Chhath Puja), exiting temple and religious spots.
- Block Cost Estimates for all the components.
- CGI, Concept and reference images to describe the proposal.

SECTION C: DETAILED ARCHITECTURE, ENGINEERING AND LANDSCAPING OF DEVELOPMENT STAGE 1 (15.89 ACRES)

i. **Architectural Services**

- The Architectural & Design Consultant shall develop detailed architectural plan, elevation and sections for all architectural elements/built forms along with required 3D images.
- The architectural design of the buildings shall be supported with the structural designs (based on soil survey), design for all services (Mechanical, Electrical and Plumbing), firefighting, etc. as per the applicable bye laws, norms and regulations.
- The Architectural & Design consultant will develop Interior layout for all the buildings with furniture layout and schedule of finishes. The design should ensure pleasant environment that encourages excellence and working comfort.

ii. Engineering Services

- The Architecture& Design Consultant shall detail out all the engineering services for site development. This shall include detailed design for water supply, sewerage, storm water drainage, fire hydrants schemes, roads, street lighting, telephone system, electrical, parking, fencing, water front development, jetty, railings, docking bays and other related or other specialized services.
- Road circulation, entry-exit plans, crowd management as per requirement and compliance with national and local standards.
- Road section with finish levels and invert levels of under-ground services.

iii. Landscaping

- The Architecture and Design Consultant shall develop detailed landscaping plan for the area demarcating Hard-scape and Soft-scape with plantation plan, location for signage etc.
- The landscaping plan shall include (but not limiting to) areas for picnic, children's play area, water front development, jetty, railings, docking bays, parking etc.

iv. Schedule of finishes and cost estimation

- Based on the design proposed the Architectural & Design consultant shall develop a detailed schedule of finishes (for exterior and interior works).
- Based on the Schedule of finishes, detailed cost estimation for all the civil works shall be prepared.
- The schedule of Finishes and the cost estimates should also include all the equipment (equipment for jetty) to be installed in the buildings and the site.

v. Statutory Approval & NOCs

- The Architecture& Design Consultant shall develop all the necessary drawings and obtain all required statutory approvals, clearance and NOCs from competent authorities.

vi. Tender Drawings and Bill of Quantity (BoQ)

- The architecture& Design consultant shall develop Tender drawings and Bill of Quantity (BoQ) based on approved layout and architectural design

vii. Good for Construction Drawings

- The Architecture and Design Consultant shall issue Good for Construction drawings prepared in legible scale to carryout construction work at site.

viii. Technical Assistance (related to design and drawings) During Construction

- A Project Schedule/implementation plan will be prepared to plan the execution of work on site.
- The Architectural & Design Consultant shall provide technical assistance (related to design and drawings) to client during the construction period, which may include:
  - Revision of drawing details and specifications as required by construction process.
  - The Architecture & Design Consultant shall attend all the review meetings conducted byClient, from time to time without any extra cost and shall also be available for any clarifications and bring out any issues related to construction which may lead to difficulties, litigation, delays etc.
  - Preparation of the As-Built drawings within a month of the occupation for release of final bills to the Contractor.

5.2 Project Output

The deliverables/output of the architecture and design consultantshall be supplied as specified in the following table:

S. No	Description	No. of Copies
1	Initial concept plan, master plan, specifications including rough estimates	4
2	Initial design of all services with rough estimates	4
3	Final Master plan, Preliminary Drawings and preliminary estimate incorporating final version of (1) and (2) above	4
4	Drawings for submission to local / statutory authorities	As Required
5	Good for Construction drawings for Plans, sections, elevations for all project components	4
6	Working drawings for Electrical Installation, Electrical Layout (both internal & external) details, Pump sets, Diesel engine alternators, Dry type transformers and HV/ MV panels, Firefighting systems, sprinkler system, wet riser system, ventilation system for basements, vertical elevators, Intelligent building Management System, Fire detection system, Firefighting system, Access control, UPS, telecommunication system, etc.	4

7	Structural Drawings	4
8	Detailed estimate	4
9	Detailed working drawing for execution of work	4
10	Layout plans including details of partitions, flooring, ceiling, finishing, layout for electrical/telephone/LAN cables, staircase Railing, landscaping, horticulture and furniture etc. along with integration of the project components.	4
11	Completion drawings for submission to local authorities	As per requirement
12	Architectural 3 D virtual model, Estimate & Schedule, views and walk through presentations	4 CDs
13	A soft copy of all drawings in AutoCAD and that of reports and statements in Microsoft word and Excel	4 CDs
14	Submission of Specification Compliance report	4
15	Submission of As-Build Drawing	4

If there is any revision of any detail in any drawing for any reason whatsoever, same number of drawings shall be reissued after such corrections without any extra charge.All drawings (Architectural, structural and services) shall be prepared by using professional software and the scale of the drawings shall be as decided by Officer-in charge.

5.3 Additions and Alterations

Directorate of Tourism shall have the right to make changes, additions, modifications or deletion in the design and drawings or any part of work and instructions given in writing for any such additions / alterations, deletions during the progress of the work and the same shall be complied by the Architectural consultant without any extra cost.

5.4 Copyright

- All the drawings submitted as part of proposal and thereafter shall become the absolute property of the Directorate of Tourism and Architect shall have no right to use the same anywhere else, without prior submission.
- Such drawings and designs shall not be issued to any other person, firm or authority or used by the Architectural & design Consultant for any other project. No copies of any drawings or documents shall be issued to anyone except the Directorate of Tourism and/or his authorized representatives.
- All design calculations along with original Architectural/Structural drawings on computer floppy/CDs shall be submitted for record and shall be the property of Directorate of Tourism.

5.5 Project Team

- The bidder needs to propose a team with right skill sets and numbers to address the RFP requirements, so that timelines and deliverables quality are met.
- Support Team Members / Consultants: In addition to the key personnel in the team, the Architecture and Design Consultant firm is expected to deploy adequate number of support technical staff from various disciplines such as urban, traffic engineering, architecture, urban planning, environment planning, infrastructure planning, quantity surveying, CAD engineers, bid process management personnel, market survey specialist, legal expert, etc. as required to perform the scope of services defined in the Terms of Reference (ToR) for all activities. The consultant should propose an indicative list and numbers of such support consultants in the proposal (CVs not required).
- Additional Experts: Certain components of the project may require specialized expertise and the consultant would have to provide such additional experts as required or as requested by Directorate of Tourism if project team skills need to be complemented on the project.
- In the technical proposal, the details of support technical staff proposed for the assignment shall be provided in a statement format with name, expertise and their role in the assignment. This supporting/ additional staff will not be considered for technical proposal evaluation.
- Need based resources would have to be deployed by the consultant based on the project requirement or as and when Directorate of Tourism requires services for this project.

Substitution of Key Personnel

Substitution of key personnel will be permitted only after prior approval by Directorate of Tourism.

5.6 Payments to the Consultants

All Payments to the Architectural & design Consultant shall be “on account” and shall be subject to Income Tax deduction at source. The Architectural & Design Consultant shall be paid for each of the services in the schedule as far as possible by 30th working day after the day of presentation of the bill to the Official-in Charge at various stages as follows:

S. No	Milestones	Percentage of Consultancy Fees
1	Submission of Survey drawings for 120.62 Acres	10%
2	Approval of Master Plan for the entire project site (120. 62 acres)	10%
3	Approval of detailed drawings for 15.89 Acres (will be done as part of approval of DPR)	20%

4	Approval of Layout design and drawings required for Tendering for development stage I and BoQ (15.89 Acres) (will be done as part of approval of Tender for selection for Contractor)	26%
5	During the execution of work depending on progress (3 instalments of 08% each) : ▪ 25% of physical progress as per time defined in the project plan ▪ 60% of physical progress as per time defined in the project plan ▪ 90% of physical progress as per time defined in the project plan	24%
6	On completion of work and issuance of as built drawings to Directorate of Tourism	10%

5.7 Time Schedule

1 The date of commencement of project will be reckoned from the 10th day of the date of offer of appointment.

2 Completion of various professional services/activities shall be achieved within the time schedule from the date of commencement of the consultancy.

3 As the project is to be completed on fast track, the work shall be carried out as per time schedules specified in the RFP.

4 The total time period of completion for the consultancy contract shall be Twenty Five months from the date of Appointment. It is envisaged that Seven months is for pre-commencement stage for design, Development, statutory approvals, estimation, tendering etc. and Eighteen months for the actual construction and completion of the building, interior services etc.

5 The payment to the Architecture & Design Consultant shall be as specified in the payment schedule and nothing extra shall be paid for delay on any account.

6 Further the Architecture & Design Consultant shall not be entitled for any reimbursement, whatsoever; in case the delay in completion/occupation is on account of such reasons, which are attributable to the Architect & Design Consultant.

6. Forms & Annexures

Form 1 –Letter of Submission of Proposal

(On the Letter head of the Consultant)

To,
The Director
Directorate of Tourism
Government of Jharkhand
Ranchi

Sub: - Architectural and Design Consultancy Services for Tourism Destination Development for Patratu Dam

Duly authorizing to represent and act on behalf of the sole applicant. I/We, the undersigned, having reviewed and fully understood of the RFP requirements and the information provided and in accordance with your RFP dated I/We submitting our proposal which includes the prequalification proposals, Technical proposals and a Financial Proposals in sealed envelopes.

I/We have examined in detail and have understood the terms and conditions stipulated in theRFP Document issued by Directorate of Tourism and in any subsequent communication sent by Directorate of Tourism. I/We agree and undertake to abide by all these terms and conditions. Our Proposal is consistent with all the requirements of submission as stated in the RFP or in any of the subsequent communications from Directorate of Tourism. Our proposal contains no conditions.

The proposals are valid for a period of 180 (One hundred Eighty days) from the submission due date. If negotiations are held during this period I/We undertake to negotiate, is binding upon us and subject to the modifications resulting from contract negotiations.

The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP, and is correct to the best of our knowledge and understanding. I/We would be solely responsible for any errors or omissions in our Bid.

I/We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Firm

Address, Telephone:

Form 2 – Organizational Structure

[A]. Firm Details:

1. Name of the Firm:
2. Year of Establishment:
3. Legal status of the Firm
    a. Individual
    b. Proprietary firm
    c. A firm in partnership
    d. A limited Company or Corporation
4. Narrative description of the Firm: Please specify the field of services i.e. Architectural Planning, Designing, etc. in which it is specialized.
5. Office Address /Telephone No / Fax No / email id / website:
6. In case of change of Name of the Firm, former Name / Names and year/ years of establishment:
7. Names of principle person concerned with this work with title and Telephone No / Fax/ Email Id, Etc.
8. Has the applicant or any constituent partner ever abandoned a consultancy job
9. Has the applicant or any constituent partner ever debarred from taking up work in Jharkhand Govt. Departments and Directorate of Tourism?

[B]. Details of the architect, partner/ director, registration with the council of Architecture (enclose copy of the registration).

Signature of Authorized Representative with Seal:

(Please furnish letter of authorization)

Form 3 – Consultancy Servicescompleted during last five years

#	Name of Project	Name of Project Assigning Authority	Completed Project Cost	Built up Area	Start Date	End Date	Contact details of person / officer to whom reference can be made	Specify whether the GRIHA / IGBC / USGBC LEED certification received

Note:

- The works of Central / State govt. / Govt. undertaking shall be considered for evaluation.
- Specify the services rendered by the applicant and his sub-consultant clearly in each of the above projects.
- Firm's references with best illustrative qualification should be enclosed for each of the above projects only.

Signature of Authorized Representative with Seal:

Form 4 – Annual Financial Turnover

1. Gross Annual Financial Turnover (by way of Professional receipt/in terms of consultancy fee received) for the past three years.
2. Details of Income tax
    a. Permanent Account No
    b. Details of latest Income tax return

Years	Professional receipt /Consultancy fees received (Rs.in Lakhs)
2012-13	
2013-14	
2014-15	

Signature of Chartered Accountant
Name:
Seal & Registration Number:

Signature of Authorized Representative
Name:
Seal:

Form 5 – Key Professionals

[A]. Details of in house Key personnel staff

S. No	Name	Qualification	Position Held	Date & Year with Applicant Firm *	Experience of the person (in No of Years)	Persons Expertise

Note:
*Less than one year service with the applicant will not be taken into account.

Brief CV of the above key personnel shall be submitted (not exceeding two pages), along with the signature of the key personnel and duly attested by the authorized Signatory.

Signature of Authorized Representative with Seal:

Form 6 –References

Using the format below, provide information on each reference assignment for which your firm/entity, either individually or as a Lead Consultant was legally contracted (add additional sheets if necessary).

Assignment Name:	
Location:	No. of Key Professional Staff Provided by Your Firm:
Name of Client & Address:	Duration of assignment: Start Date. Completion date.
Approx. Value of Services (in INR):	
Role of the Firm whether Lead or Associates :	Name of Associated Consultants / Sub-Consultants, if any:
Name of Key Professional Staff (Project Director/Coordinator, Team Leader) involved and functions performed from the Firm:	
Narrative Description of Project (clearly what services are rendered by the Firm in this Project):	
Description of Actual Services Provided by your Key Professional :	

(Certificate from Employer / client regarding experience should be furnished)

Form 7 – Financial Proposal Submission Form

To

Date:

The Director

Directorate of Tourism

Government of Jharkhand

Ranchi

Sub: - Architectural and Design Consultancy Services for Tourism Destination Development for Patratu Dam

I/We, the undersigned, offer to provide the consulting services for the above in accordance with your Request for Proposal dated , and our Proposal (Technical and Financial). Our attached financial proposal is for the sum of INR (amount in words). This amount is inclusive of all taxes, excluding service tax.

Our financial proposal shall be binding upon us subject to modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, .i.e. 180 (One hundred Eighty) days from the submission of due date.

I/We undertake that, in completing for (and, if the award is made to us, in executing) the above contract we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

I/We understand you are not bound to accept any proposal you receive.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the firm: Address:

Form 8- Format of Performance Bank Guarantee (PBG)

Whereas ---------- (hereinafter called A) has submitted its proposal dated ---------- in response to the RFP issued by DIRECTORATE - "**Request for Proposal (RFP) for Architectural and Design Consultancy Services for Tourism Destination Development for Patratu Dam**").

KNOW ALL by these presents that WE ---------- of ---------- ---------- Having our registered office at ---------- ---------- (hereinafter called "the Bank") are bound unto the Directorate of Tourism (hereinafter called " Directorate of Tourism") in the sum of ---------- for which payment well and truly to be made to the said Directorate of Tourism, the Bank binds itself, its successors and assigns by these present. Sealed with the Common Seal of the said Bank this ----------day of ----------2015

The Conditions of this obligation are:

- The Performance Bank Guarantee shall be valid till the end of agreement b/w _____(Name of Architect & Design Consultant) and Directorate of Tourism. In the event of _____(Name of Architect & Design Consultant) being unable to service the contract for whatever reason, Directorate of Tourism would evoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of department under the Contract in the matter, the proceeds of the PBG shall be payable to the Directorate of Tourism as compensation for any loss resulting from _____ (Name of Architect & Design Consultant) failure to complete its obligations under the Contract. Directorate of Tourism shall notify _____(Name of Architect & Design Consultant) in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the _____(Name of Architect & Design Consultant) is in default.
- Directorate of Tourism shall also be entitled to make recoveries from _____ (Name of Architect & Design Consultant) bills, Performance Bank Guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.
- Directorate of Tourism shall be entitled to invoke this Performance Bank Guarantee in part or in full.

This guarantee shall remain in force for the entire Contract duration. Any amendment in this context shall be mutually acceptable by Directorate of Tourism /Bank/ Bidder.

Form 9 :Self Declaration – No Blacklisting

To:

Director,

Directorate of Tourism,

Ranchi, Jharkhand, India

In response to the **Request for Proposal: Architectural and Design Consultancy Services for Tourism Destination Development for Patratu Dam** , issued by Directorate of Tourism, as an Owner/ Partner/ Director of _____, I/ We hereby declare that presently our Company/ firm _____, at the time of bidding, is having unblemished record and is not blacklisted or declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any Central Government / State / Semi Government / or other Government subsidiaries including autonomous bodies in India.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and our bid, to the extent accepted, shall be cancelled.

We Remain,

Yours sincerely,

Authorized Signature [*In full and initials*]:
Name and Title of Signatory:
Name of Firm:

Date and Stamp of the Signatory

Form 10 – Format for Consortium Agreement

THIS AGREEMENT is executed at _____ on this _____ day of _____20__ between _____ [Name of the Lead Member] a Company registered under the Companies Act and having its registered Office at _____ [Address of the Lead Member] (hereinafter referred to as "the Party of the First Part") and _____ [Name of Member] a Company registered under the Companies Act 1956 and having its registered Office at _____ [Address of Member] (hereinafter referred to as "the Party of the Second Part") [Depends on the number of consortium members but not more than two]WHEREAS:

i. All the Parties of the First and Second Part are entitled to enter into joint venture/Consortium with any person or persons including a company for carrying on the business authorized by their respective Memorandum of Association.

ii. The Parties hereto propose to participate as a Consortium for the Bid based on the Request for proposal (RFP) from Directorate of Tourism, Government of Jharkhand.

iii. Directorate of Tourism, Jharkhand (hereinafter referred to as "Licensor") for the project of "Architectural and Design Consultancy Services for Tourism Destination Development for Patratu Dam." ("The Bid") by pooling together their resources and expertise.

iv. If the Parties hereto succeed in the Bid, they will undertake "Architectural and Design Consultancy Services for Tourism Destination Development for Patratu Dam." ("The Project").

The Parties hereto are desirous of recording the broad terms of their understanding as set out here below:

NOW IT IS AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:-

1) That the Parties hereto agree to carry on the business in Joint Venture/Consortium on the broad terms and conditions herein

2) That the business will be that of "Architectural and Design Consultancy Services for Tourism Destination Development for Patratu Dam"

3) That in the event the Parties hereto succeed in the Bid for the Project, they will execute the Project in accordance with terms and conditions of the RFP document and will execute the Agreement and all the documents/writings/papers with the Licensor and prepare the project plans/designs in accordance with the discretions of the

appropriate/concerned authorities.

4) That it shall be ensured that the Party on First Part _____ ("the Lead Member") holds, directly, at least 51% of the capital of the consortium for a period corresponding to agreement Period as per the RFP Documents, therein from the Compliance Date, and _____ (other constituent members of the Consortium) hold ___% of the capital of the consortium respectively, for a period corresponding to agreement Period as per the RFP Documents therein from the Compliance Date. Any change in composition of the Consortium, including lead and non-lead members shall be at the sole discretion and with prior written permission of Licensor until entire License Period as per the RFP Documents.

5) The roles and responsibilities of the Members of the Consortium shall be as follow:

a. The Party of the First Part (Lead Member) shall be responsible for:

i.

ii.

iii.

b. The Party of the Second Part shall be responsible for:

i.

ii.

iii.

c. Each of the Parties shall be liable and responsible jointly and severally for:

i. Compliance of all statutory requirements as may be applicable in respect of the Project.

ii. Contribute to the consortium, all of its management and business experience, expertise, competence and acumen for the success of the Project.

6) That the minimum equity holding of each Party (Member) (in percentage term) in the consortium shall be as follows:

Name of the Party (Member)	% of equity capital
_____	_____
_____	_____

7) That the responsibility of all the members of the Consortium shall be joint and several at every stage of implementation of the Project.

8) That in case the project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Licensee and will comply with all the terms and conditions of the License Agreement as would be entered with the Licensor.

9) That this Agreement shall remain in full force and effect till the award and the License Agreement is signed.

10) That nothing in this Agreement shall be construed to prevent or disable any Party hereto to carry on any business on their own in terms of their respective Memorandum of Association.

IN WITNESS WHEREOF the parties have put their respective hands the day and year first herein above written.

Signed and delivered for and on behalf

Of the within named M/s _____ by its Director,

_____ duly authorized in the presence of

_____ Signed and delivered for and on behalf) Of

the within named M/s _____ by its Director,

_____ duly authorized in the presence of

_____

Note:

The above provisions are mandatory; the Consortium may add any other provision, if required. Role & Responsibility of both the members of the Consortium shall be included in the Agreement.

Form 11 – BG Format for Earnest Money Deposit (EMD)

To,

Director,
Directorate of Tourism,
Ranchi, Jharkhand, India

Whereas **<<name of the bidder>>** (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # **<<RFP Number>>** dated **<<insert date>> f**or Tourism Destination Development for Patratu Dam(hereinafter called "the Bid") to Tourism Department, Government of Jharkhand.

KNOW ALL MEN by these presents that WE **<<>>** having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Tourism Department, Government of Jharkhand (hereinafter called "the Purchaser") in the sum of INR 1, 00,000 (Rupees One lakh only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this **<<insert date>>**

THE CONDITIONS of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

   (a) Withdraws his participation from the bid during the period of validity of bid document; or

   (b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to _____ 2016 (including 6 months from the last date of submission) and any demand in respect thereof should reach the Bank not later than this date.

NOTHWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed INR 1, 00,000 (Rupees One lakh only).

II. This Bank Guarantee shall be valid upto_____ 2016

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before _____ 2016 failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

Site Map 1: Location of Land Parcels

Location of the 12 Land Parcels

S. No	Parcel	Brief description	Approximate Area (in Acres)
Identified Land Parcels			
1	Land Parcel 1	Land adjacent to UUNL Guest House facing Ramgarh	4.35
2	Land Parcel 2	Land adjacent to UUNL Guest House facing Ranchi	4.00
3	Land Parcel 3	Island on a higher elevation (above Highest Flood Level)	1.50
4	Land Parcel 4	Jetty at the eastern side of the Water Body	1.00
		Total	10.85
Identified Pathway over Dam			
5	Land Parcel 5a	Pathway 1 till Dam lock gate (1.09km)	1.88
6	Land Parcel 5b	Pathway 2 after Dam lock gate (1.82km)	3.16
		Total	5.04
		Total (Development Stage 1)	15.89

S. No	Parcel	Brief description	Approximate Area (in Acres)
1.	Land Parcel 6	Land between Ranchi-Ramgarh Road and the Dam	24.40
1.	Land Parcel 7	Land on which UUNL Guest House exists	4.12
1.	Land Parcel 8	Land along Land Parcel 2 and Ranchi-Patratu Road	6.37
1.	Land Parcel 9	Land adjacent Land Parcel 5 but across Ranchi-Ramgarh road	27.00
1.	Land Parcel 10	Land along the Jetty and the existing Village Road	21.90
		Total (Development Stage 2)	83.79

S. No	Parcel	Brief description	Approximate Area (in Acres)
1	Land Parcel 11	Sloping area till Lock Gate	7.34
2	Land Parcel 12	Sloping area beyond Lock Gate	13.60
		Total	20.94