

Govt of India
North Eastern Council Secretariat, Shillong
Notice inviting RFP (Bids)

Sub: Invitation for Request for Proposal (RFP)/ Bids for Preparation of Comprehensive Master Plan for Development of Tourism in NER.

North Eastern Council (NEC), a statutory body under administrative control Ministry of Development of North Eastern Region, Government of India desires to develop Tourism in the North Eastern Region consisting of eight states of Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim & Tripura. NEC invites proposal form experienced consultants/ firms/ agencies for preparation of a comprehensive Master Plan for Development of Tourism in North Eastern Region in an integrated manner.

The Bidders

Interested firms/consultants/agencies shall meet the following criteria

- Experience of completing similar assignments in the last five years.
- Preference will be given to the firms having experience in developing at tourism related projects in PPP for Central/State Governments.
- Preference will also be given to the firms having the experience of completing similar assignment specifically in North Eastern Region (NER).
- The average annual turn over should be Rs. 10.00 crores and networth of Rs. 5.00 crores in the last three years.
- The agency should be able to provide or indicate a dedicated team or taking up the assignment in North East.

Interested parties may collect the Request for Proposal (RFP) by submitting a non-refundable document fee of Rs. 5000.00 in the form of a demand draft in favour North Eastern Council payable at Shillong. The RFP may also be downloaded from <http://necouncil.nic.in> and the same is to be accompanied by a document fee of Rs. 5000.00 in the form of demand draft payable at Shillong at the time of submission of the bid document. Completed proposal including technical bid, financial bid and Earnest money deposit (EMD) amounting to Rs. 1.00 lakhs in favour of Secretary, NEC, Shillong should reach at the address indicated below not later than 1600 hrs of 30th November, 2009. The financial proposal of only those bidders who fulfils the technical qualification criteria will be opened, the date of opening will be intimated in due course of time.

Contact: Mrs. Manjula Saikia Bhuyan, Adviser (Banking, Industries & Tourism)
North Eastern Council Secretariat, Nongrim Hills,
Shillong-793003 – 12, Meghalaya
Ph: (0364) 2520816 (O) Fax: (0364) 2522643 email: advbit@yahoo.com

RFP DOCUMENT

ENGAGEMENT OF CONSULTANTS

FOR

PREPARATION OF TOURISM MASTER PLAN

FOR

NORTH EAST INDIA

NORTH EASTERN COUNCIL

NONGRIM HILLS

SHILLONG

RFP Document

**ENGAGEMENT OF CONSULTANTS FOR PREPARING TIME BOUND
DETAILED TOURISM MASTER PLAN**

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This Bid document along with Annexure as per Index is issued to -

M/s. _____

NOTES:

1. This document is not transferable.
2. Though adequate care has been taken while preparing this Bid Document, the Bidder shall satisfy himself that document is complete in all respects.
3. This Request for Proposal document (“RFP”) does not purport to contain all the information that each Bidder may require and accordingly is not intended to form the basis of any investment decision or any other decision to participate in the bidding process for the selection of the Successful Bidder for this Project. Each Bidder should conduct its own investigations and analysis and check the accuracy, reliability and completeness of the information in this document and obtain independent advice from appropriate sources
4. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within ten days from the date of issue of this document, it shall be considered that the issued document is complete in all respect that has been received by the Bidder.
5. NEC may modify, amend, reject or supplement this RFP document in accordance with norms and procedure of the Council and as per the requirement of the study.
6. While this RFP has been prepared in good faith, neither the NEC nor its employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of Information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP, even if any loss or damage is caused by any act or omission on their part.
7. Neither NEC nor its employees or consultants/advisors shall be liable to any Bidder or any other person under any law including the law of contract, distort, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise, or be incurred, or suffered, in connection with this RFP document, or any matter that may be deemed to form part of this RFP document, or the award of the contract, or any other information supplied by NEC or their employees or consultants or otherwise arising in any way from the selection process for the award of the contract for the Project.
8. NEC is not bound to accept any or all the Proposals. NEC reserves the right to reject any or all the Proposals without assigning any reasons. No Bidder shall have any cause for action or claim against NEC or its officers, employees, successors or assignees for rejection of his bid.
9. NEC reserves the right to waive any anomalies in the proposal (RFP).

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10. NEC makes it clear that the RFP is not an offer/ contract.
11. The RFP submitted by the bidder will be the property of NEC.
12. By purchasing the RFP, the purchaser of the RFP and each of the Member of a Consortium (collectively referred to as 'Covenantor'), shall be deemed to have confirmed that the Covenanter is fully satisfied with the process of evaluation of the Bid by the Procurer/Authorised Representative and its decision regarding the qualification or disqualification or shortlisting of the Bidders for sale of the RFP. The Covenanter hereby expressly waives any and all objections or claims in respect thereof.
13. Failure to provide information that is essential to evaluate the Bidder's qualifications or to provide timely clarification or substantiation of the information supplied, may result in disqualification of the Bidder.

FOR NORTH EASTERN COUNCIL

Place:

Date:

NORTH EASTERN COUNCIL

Advertisement in detail posted on website

Invitation for Proposal for Engagement of consultants for Preparation of time bound Tourism Master Plan for the North Eastern Region of India.

Ref : Newspaper advertisement Dated Oct 21, 2009 (Hindustan Times)

NEC invites applications from interested consultants/ companies for preparation of Tourism Master Plan for the North Eastern Region of India. The selected consultants/company will be responsible to prepare the aforesaid Master Plan in a time-bound manner. The broad scope of work for preparation of the Master Plan is as given:

- ✓ **Review of Identified Tourism Circuits**
 - ✓ **GAP Analysis in the Tourism sector of the Region, in terms of the potential (utilized or unutilized), infrastructure gaps, availability of trained human resources, and policies for promotion of tourism(taxation, transportation , land rules etc) in the identified tourist circuits. – Study of past trend and current status and the requirement in the future**
 - ✓ **Product Identification by promoting identified tourist circuits. – Preparation of a shelf of projects**
 - ✓ **Component in estimate projectisation of the identified projects – bankability of projects and estimation of gap funding if required (Financial analysis of each identified project.**
 - ✓ **Preparation of an executable Action Plan – with special emphasis on PPP mode.**
 - ✓ **Identification of environmentally fragile areas.**
 - ✓ **Capacity development within the region with respect to manpower and tour operators**
 - ✓ **Marketing of “destination North-East” as a product**
 - ✓ **Identification and suggestions for development of cultural and ethnic/ tribal/ rural products as niche tourism products.**
 - ✓ **Assessing the carrying capacity of the existing tourism products.**
 - ✓ **Assessment of increase in tourist traffic at the tourist destinations to be suggested for development in the Master Plan.**
 - ✓ **Conceptualisation of a website for promotion of tourist circuits and destinations in North Eastern region**
- (A) The consultant company is expected to evolve an integrated Master Plan as per the broad scope of work as defined above with the purpose of facilitating tourism development in the region that would take into consideration the existing master plans and other perspective plans of the state governments and the union government for development of tourism in the region. It should lay due emphasis upon implementation mechanism and problems and solutions, including O&M.
- (B) The bidder company should have the experience of handling similar assignments in the past and experience in working in tourism development in the North East would be an added advantage. :-

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- ✓ Experience in preparation of Master Plan/Development Road Map on tourism etc.
 - ✓ Experience in working in the North East preferably with a base/ established office/branch office etc.
 - ✓ Experience in developing tourism projects/preparation of reports for tourism projects in the North East in PPP for central or state governments.
- (C) It should have an average annual turnover of minimum Rs. 10.00 crores and net worth or Rs. 75.00 lakhs in last three years.
- (D) The company should have enough technical experience and staff for the aforesaid purpose.
- a) The general and overall experience during last three financial years.
 - b) Experience of the company in the required area of consultancy, indicating nature of assignments presently in hand, name of clients, location, value and duration of contract.
 - c) Summary of permanent professional employees and resource persons, indicating the nature of specialization, qualification and experience.
 - d) Annual turnover and net-worth of the company in the last three financial years.
- (E) The technical and financial bid document can be obtained from the office of Secretary, North Eastern Council, Nongrim Hills, Shillong Meghalaya till 30th November, 2009 by depositing Rs5000/- (non-refundable) in the form of Demand Draft in favour of Secretary, North Eastern Council. The same can also be downloaded from the website of the Council, however upon submission the requisite fee of Rs 5000/- in the form of Demand Draft in favour of Secretary, North Eastern Council. should be paid along with the document for acceptance. The company profile along with Earnest money deposit (EMD) of Rs 1.00 lakhs in favour of secretary, NEC including technical and financial bid should be submitted in a separate envelope to the office of the Secretary, North Eastern Council, Nongrim Hills, Shillong Meghalaya on or before 30th November, 1600 hrs. Only the technically qualified Bidders will be called for a presentation regarding methodology for evolving recommendable perspectives, and approach to the project based on scope of work.. The Financial Bids of the only technically qualified Consulting Companies after the presentation will be opened in the office of the Secretary, North Eastern Council in the presence of bidders or their representatives. The date of opening of Financial bid will be intimated in due course of time.
- (F) The final selection will be based on technical and financial bids of the shortlisted consultants through a Quality and Cost Based Selection (QCBS) System.
- (G) The Secretary NEC or the Authorised Official of NEC, may accept or reject any bid without assigning any reason whatsoever. In case of dispute, the decision of Secretary NEC will be final.
- (H) The interested companies may send their representatives for any queries.
- (I) For any details or information, contact Adviser (Banking, Industries & Tourism), North Eastern Council, Nongrim Hills Shillong, Meghalaya or contact on Ph.0364 - 2520816 in office hours.

NORTH EASTERN COUNCIL

**ENGAGEMENT OF CONSULTANTS FOR PREPARATION OF TOURISM
MASTERPLAN FOR NORTH EASTERN REGION**

INVITATION OF OFFERS

1. The North Eastern Council (NEC) came into being by an Act of Parliament, the North Eastern Council Act, 1971 to act as an advisory body in respect of socio-economic development and balanced development of the North Eastern Areas consisting of the present States of Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura. The NEC started functioning in the year 1972.
2. The constitution of the Council has marked the beginning of a new chapter of concerted and planned endeavour for the rapid development of the Region. The Council is the nodal agency for the economic and social development of the North Eastern Region, covering the eight states.
3. Over the last thirty seven years, NEC has been instrumental in setting in motion a new economic endeavour aimed at removing the basic handicaps that stood in the way of normal development of the region and has ushered in an era of new hope in this backward area full of great potentialities.
4. Northeast India – the land of Seven Sisters – offers tumultuous odyssey of thrills and spills as one encounters a fascinating range of geographic settings, stunning topography combined with a dazzling range of wildlife, a continuously engaging history and traditions of its ethnic community lifestyles and a cornucopia of spiritual heritage. From the myth-ridden to delightfully pristine, the North East is pretty much holding its own in attracting the attention of visitors to this many-splendoured land.
5. The eight states - Arunachal Pradesh, Assam, Nagaland, Manipur, Mizoram, Meghalaya, Tripura - and Sikkim is filled with magic and mystique of nature at her splendiferous best. Raw natural intensity is marked by ancient forestlands, high mountain grandeur, rare orchids and butterflies, roaring rivers and gurgling brooks, and exuberant waterfalls and placid lakes. On offer too are brightly painted monasteries, intricately woven tribal shawls and saris, indigenous sports and - most of exciting of all - many ethnic village communities with their colorful

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festivals, cuisines and arts and crafts. It's a compelling message of enticement and mesmerizing explorations as one travels from one state to the next

6. Under this backdrop and to develop a North East Tourism Master Plan to position the region as a favoured tourism destination as ***“Paradise unexplored”***, NEC invites proposal from reputed consultant firms having relevant experience for the project upto **16:00 hrs** (IST) on **30th November, 2009**.
7. For any details or information, contact Adviser (Banking, Industries & Tourism), North Eastern Council, Nongrim Hill Shillong, Meghalaya or contact on Ph.0364 -2520816 in office hours.

**Adviser (Banking, Industries & Tourism)
NORTH EASTERN COUNCIL**

ENGAGEMENT OF CONSULTANTS FOR PREPARATION OF TOURISM MASTER PLAN FOR THE NORTH EASTERN INDIA

(Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim & Tripura)

1. GENERAL CONDITIONS (Instructions to the bidders)

1. Purpose of the Assignment

The purpose of this assignment is to procure consultancy services from reputed and experienced consultant/ consultancy firm for Preparation of Detailed Tourism Master Plan to enable developing a road map for development of tourism and tourism related infrastructure in the Northeast.

2. Information on the Assignment

In order to obtain any first hand information on the assignment and the local conditions, it is considered desirable that a representative of the consultants/consultancy firms visit the office of the Adviser, Tourism, North Eastern Council at Shillong before the proposal is submitted. Representatives of the consultants/ consultancy firms can meet the following official for further information, if any:

Smti. Manjula Saikia Bhuyan

Adviser, (Banking, Industries & Tourism)

North Eastern Council Secretariat

Nongrim Hills, Shillong - 793003 -12

Ph 0364- 2520816

Email: advbit@yahoo.com

Please ensure that advance intimation regarding the visit is sent to enable/make appropriate time arrangement.

3. RFP Format

The proposal in two parts – Technical Qualification Bid and a Financial Bid- must be submitted in the prescribed formats.

4. Collection of RFP Document

Bid Documents for the Assignment can be collected by paying a non-refundable fee of Rs. 5000/- (Rupees five thousand only) in the form of demand draft in favor of Secretary, North Eastern Council, Shillong payable at Shillong. The RFP Documents can also be downloaded from the website. The applicable fee should be paid along with the RFP

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document at the time of submission of the same. The RFP document without requisite fee will automatically be rejected.

5. Submission, Receipt and Opening of RFP

- A. Both the Technical Qualification Bid and Financial Bid must be submitted in a physical format (hard copy).
- B. Both the Technical Qualification Bid and Financial Bid shall be prepared in undeletable ink. They shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself and any such corrections must be initiated by the person or persons, who sign the document. An authorized representative of the firm is required to initial on all pages of both the Bids – Technical Qualification Bid and Financial Bid. The representative must be an “authorized signatory”.
- C. Physical copies (one copy each) of both the Bids must be submitted at the address specified in the Data Sheet.
 - i) The original copy of the Technical Qualification Bid shall be placed in sealed envelope clearly marked "**Technical Qualification Bid.**"
 - ii) The Financial Bid on Form F-6, in accordance with ToR, shall be placed in separate sealed envelope clearly marked "**Financial Bid**".
 - iii) Third Envelope of Earnest money deposit (**EMD**) amounting to Rs. 1.00 lakhs in favour of Secretary, NEC shall be placed in separate seal envelope.

These three separate envelopes – Technical Qualification Bid and Financial Bid & EMD – shall be placed into another (an outer) envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet.

- D. Bids must be delivered (by post / courier / hand delivery) at the submission address up to **16 00 Hrs on 30th November, 2009. Bids shall be dropped in a tender box kept at reception of NEC. The box would be sealed at 1600 hrs on 30th November, 2009.**
- E. The bids would be opened by a Committee constituted by the Secretary, NEC at **1630 hrs on 30th November, 2009.**
 - i) Bids would be opened in the presence of bidders who want to attend the opening of the bids.
 - ii) The outer cover containing three envelopes (technical, financial and EMD) would only be opened by the Committee and the broad contents would be checked.

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- iii) The Committee would also open the envelop containing EMD and check for its correctness.
 - F. Any Bid received after the closing time for submission of bids shall be returned unopened.
 - G. The proposal (first envelope containing Technical Qualification Bid only) will be opened on a subsequent date by an Evaluation Committee constituted by Secretary, NEC and the same would be approved by competent authority. The technically qualified Bidders will be called for a presentation regarding methodology for preparation of Tourism Master Plan, and approach to the Assignment within 15 days of opening of the technical bids and the qualified bidders would be individually informed by NEC. The date of opening of the Technical bid will be intimated in due course of time.
 - H. The Financial Bids of the only technically qualified Consultant after the presentation will be opened in the office of the Secretary, North Eastern Council in the presence of bidders or their authorized representatives. The date of opening of the Financial bid will be intimated in due course of time.
6. In preparing the Proposal, Consultants are expected to examine in detail the Bid Document. Material deficiencies in providing the information requested may result in rejection of a Proposal.

7. Eligibility Criteria

- (a) Minimum average annual turnover of Rs. 10.00 crores for the last three year. Audited Balance sheet shall be attached as proof. In case of a consortium of firms this criteria must be met by the lead firm.
- (b) Minimum average annual turnover of Rs. 5.00 crore during last three year. The net worth should be as on 31.03.2009 i.e. the last day of the last financial year indicating the current worthiness of the company. Balance sheet shall be attached as proof. In case of a consortium of firms this criteria must be met by the lead firm.
- (c) Experience of at least one consultancy work of similar nature (such as preparation of Tourism Master Plan of regions/ circuit development/ DPRs / Feasibility reports of Tourism Projects during the last five financial years. In case of a consortium, the lead consortium firm must possess this experience. In case a consultant firm seeks the services of individual expert as a part of its project team to enhance its expertise for

the assignments, it may do so; however, the experience of the individual will not be regarded as the lead consultancy firm’s experience. The pre-qualification technical bid shall be summarily rejected in absence of documentary proof of experience.

- (d) Preference will be given to the firms having experience in developing at tourism related projects in PPP for Central/State Governments.
- (e) Preference will also be given to the firms having the experience of completing similar assignment specifically in North Eastern Region (NER).
- (f) The agency should be able to provide or indicate a dedicated team or taking up the assignment in North East. The Consultant firm must have at least one tourism planner, one urban and transportation planner, one architect/designer/ *civil engineer and one financial expert*.

8. Other Criteria for evaluation of bid

The total key personnel and their qualifications required is as follows:

No	Key Professional	Period	Qualification
1.	Project Director (Team Leader)	Full time	<i>Tourism Expert</i> . Minimum experience of 15 years preferably having experience in Tourism sector.
2.	Urban/Regional Planner /Transport Planner	Full time	Urban/Regional Planner. Min experience of 8 years in urban planning & urban design. Experience in a project of a similar nature a must.
3.	Architect/ Urban Designer/ Civil Engineer	Full time	Architect – Urban Designer. Min experience of 5 years in architecture / urban design.
4.	PPP Expert	Full time	Experience of structuring PPP Project of similar nature. A total experience of 15 years preferably in the PPP segment
5.	Financial expert	Full time	Chartered Accountant/ MBA in Finance. Min experience of 10 years with experience in financial modeling for PPP projects.

The Consultant will provide adequate support staff to undertake the assignment.

9. Evaluation of the BIDS.

The evaluation of the bids would be carried out as under:

- a) The firm/consortium will be selected as per Quality and Cost Based Selection (QCBS) procedure.
- b) Weighting of technical score to financial score will be 70:30.
- c) The marks for various components are as follows:

S. No.	Component	Max Marks
1	Key Professional Staff (03 marks for each Key professional Staff).	18
2	Experiences in similar nature of project anywhere in India such as (such as preparation of Tourism Master Plan of regions/ circuit development/ DPRs Feasibility reports of Tourism Projects)(5 marks for each project)	35
3	Experience of working on tourism projects in the North Eastern Region. (6 marks for each project)	12
4	Presentation before evaluation committee on the Approach & Methodology of the project (approach and methodology will be evaluated by the committee and marks will be awarded accordingly)	15
5	Average Annual Turnover in last three years over and above Rs. 10 crore (01 marks for every Rs. 3 crores)	10
6	Average Net Worth for last three years over and above Rs. 5 crores. (01 marks for every Rs. 2 crores)	10
	Total	100

- (d) Minimum qualifying mark for technical bids would be 70 out of 100. Consultants securing only minimum qualifying mark in technical bids will be called for presentation.
- (e) For final selection, the weightage to Technical Qualification and Financial bids would be 70 per cent and 30 per cent respectively. For this purpose, the highest technical qualification would be awarded 70 marks and the lowest financial bid would be given 30 marks.
- (f) Technical Qualification Bid: The total marks obtained out of 100 marks in the technical qualification bid shall be scaled down to a maximum of 70 as follows which shall henceforth be the total marks obtained by the bidder against the technical qualification bid:

Marks (Max 70) on Technical Qualification Bid (A) =

$70 \times \frac{\text{Mark scored in Technical Qualification Bid under evaluation}}{100}$

100

- (g) Financial Bid: The financial bid would be awarded marks out of maximum 20 based on following formula:

$$\text{Marks (max 30) on Fin. Bid (B) =} \\ 30 \times \frac{\text{Lowest Financial Bid}}{\text{Financial Bid under evaluation}}$$

$$\text{Total Marks} = A+B$$

- (h) ***The bidder scoring Maximum Total Marks would be recommended for selection and called for negotiations.***
- (i) The Financial Bid shall be opened publicly in the presence of the Consultant's representatives, who choose to attend. The name of the Consultants, the proposed prices shall be read aloud and recorded when the Financial Bids are opened.
- (j) During negotiations the consultant must be prepared to furnish the detail cost breakup and other clarifications to the proposal submitted by them, as may be required to adjudge the reasonableness of his financial proposal. If the negotiations with this consultant are successful, the award will be made to him. If negotiations fail, and if it is concluded that the contract with reasonable terms cannot be concluded with this consultant, the consultant with second highest score may be invited for negotiations. This process may be repeated until an agreed contract is concluded.

10. Right to Reject any Bid

The Secretary, NEC reserves the right to reject any or all the bids without assigning any reason. Government rules and regulations issued from time to time will be binding to the bidders.

11. Validity of the Proposals

The proposals submitted by the Consultants must be valid for 90 days from the date of submission without changing the personnel proposed for the assignment and the proposed Price. NEC will make its best efforts to select a consultant firm within this Period.

12. Cost of preparing the Proposal

Cost of preparing a proposal and of negotiating a contract including visit to site, if any, is not reimbursable as a direct cost of the assignment.

13. Commencement of the Assignment

Assuming that the contract can be *satisfactorily* concluded in two weeks after finalizing the consultant, it is expected that the works shall commence within two weeks.

14. Earnest money deposit (EMD)

- i) The bidder shall submit, along with their Bid, EMD in the form of Demand draft for an amount of Rupees 1.00 lakh drawn in favour of 'The Secretary, North Eastern Council, Nongrim Hills, Shillong, Meghalaya payable at Shillong with a validity period of three months after expiry of the contract.
- ii) The EMD of the unsuccessful bidders will however be returned after finalization of bids or on expiry of one year from the last date of receipt of bids which ever is earlier at the request of the bidder.

- iii) The EMD of the successful bidder will be retained and on receipt of a Performance bond/ bank Guarantee and the signing of the contract as required. EMD will be returned.

15. *Performance Bond/Bank Guarantee*

Within 4 days of the signature of the contract, the successful contractor shall at its own cost and expenses, furnish to The Secretary, NEC, a Performance Bond in the form attached as Form F8 as sum equivalent to 5% of the total **contract** price .

- i) The Performance Bond shall be valid for a period of three months after the expiration date of the **contract**.
- ii) The NEC shall be entitled to claim the performance bond/ guarantee upon the first written demand without having to prove the liability of the **contractor** and in accordance with the terms and conditions as set out in Form 8. . For Public Sector Undertakings Corporate Guarantee shall be acceptable and the same shall be duly countersigned by the Administrative ministry of the PSU.
- iii) The NEC reserves the right to invoke the Performance bond and forfeit the amount if the successful bidder fails to respond to clarifications sought and sign the contract within the specified time frame or withdraws the offer within the period of one year from the date of receipt of bids.
- iv) Submission of false statements also entails invocation of Bid Guarantee of the bidders, irrespective of his being successful or otherwise.

16. *BID VALIDITY*

The bid shall be valid for a period of 1 (one) year from the last date of receipt of bids.

17. *Liquidated Damages :*

If the successful contractor fails to submit the specified services within the lead time stipulated by his offer, or within the period specified by the Purchase Order or a Contract, the NEC shall without prejudice to its other remedies under the Purchase order or the Contract, deduct from the Purchase Order or the contract price, as liquidated damages, as sum equivalent to 0.5% of the delivered price of the delayed goods/ services for each week of delay until actual delivery, upto a maximum deduction of 5% of the contract price.

18. *Conflict of Interest*

In case a manufacturing or construction firm is associated with a consultant firm, it will not be eligible for award of construction works at a later point of time.

19. *Taxes etc.*

The rates quoted by the bidders shall be inclusive of all taxes and duties however it will not include Service Tax. Service Tax will be paid in addition as per the prevailing norms.

2. INFORMATION TO THE CONSULTANTS

1. Background of the North East India:

The North Eastern Region (NER) of India occupies a unique place in terms of natural beauty. Unlike other tourist destinations of the country, the North East presents conditions to attract tourists throughout the year.

The region has a mild climate and is comparatively cooler than the mainland India and can be projected as the complete destination for visitors during the summer months. Winters too are not that severe in most parts of the region. The pollution-free environment can be an added attraction, which the North East has in abundance.

The natural beauty, the environment, the unique flora and fauna of the region, its large biodiversity, rolling hills, green valleys, virgin forests and diverse culture and tradition can make Northeast, the Paradise for Tourists

Nature has endowed the region with such enormous geographical diversity that it can be a major attraction for those looking out for adventure like white water rafting, mountaineering, rock climbing, trekking and hiking, wind surfing etc. The ethnic and the cultural diversity of the people, the rich handloom and handicrafts, Raj nostalgia associated with the tea industry, different battle sites of World War-II and the various war cemeteries are some of the other attractions that the region has to offer to the world.

Some of the interesting facets of this region, which we can describe as the region's real competitive advantages in tourism are as follows:

- ✓ Beautiful landscapes and bracing climate.
- ✓ Lofty mountains and their valleys.
- ✓ Lush green forests and exotic wildlife.
- ✓ Large bio-reserves and wildlife sanctuaries
- ✓ Long stretches of tea gardens.
- ✓ Mighty rivers and large water bodies.
- ✓ Unique forms of art and craft.
- ✓ Vivid and colorful dances and music.
- ✓ Attractive fairs and festivals.
- ✓ Monuments and archaeological remains.
- ✓ Golf courses and adventure sports opportunities.
- ✓ Affable tribal societies.

The region has a tremendous locational advantage, though popular perception sometime is exactly to the contrary. Almost 98% of the borders of the North-East are international- a veritable gateway to the South-East Asia and the world. China to the north, Bangladesh in the South-west, Myanmar in the east and Bhutan in the north-west share borders with the North-east region. This

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is a grand opportunity since the locational proximity can be leveraged to promote tourism in the entire region.

The present assignment on Preparation of Tourism master Plan is to develop a road map for development of tourism in the region with the requisite intervention so that this core competency of the NER can be optimally utilized for the overall economic development of the region

2. Selection of Consultants

- a) Selection of most suitable consultant among those consultants who would submit the complete bid will be done in accordance with the method of selection.
- b) The consultants are invited to submit a Technical Qualification Bid and Financial Bid for consultancy services required for preparing time bound Detailed NE Tourism Master Plan. The bid will be the basis for contract negotiations and ultimately for a signed contract with the selected firm.
- c) The Consultants must familiarize themselves with local conditions and take them into account in preparing their bids. To obtain first hand information on the consultancy and on the local conditions, consultants are encouraged a visit to the site before submitting a bid.
- d) The client will provide the inputs, assist the firm in obtaining permissions to visit the area and use the existing database required to carry out the services, and make available relevant project data and reports as per availability.
- e) Government policy requires that consultants provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignment that would be in conflict with their prior or current obligations to other Clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Clients.
- f) An agreement will have to be signed between NEC and the selected consultant/ firm in the **Form 7**.

4. Language for preparing the Technical Qualification Bid and Financial Bid

The language for submission of bid should be in English.

5. Amendment of Bid document

At any time prior to the deadline for submission of Bids, NEC may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda.

Any Addendum thus issued will be sent in writing to all those who have been issued the RFP Document.

In order to allow the Bidders a reasonable time in which to take an Addendum into account, or for any other reason, NEC may, at its own discretion, extend the Bid Submission due Date.

6. Clarification

A prospective Bidder requiring any clarification on the RFP document may notify NEC in writing/ facsimile/ e-mail. The Bidders should send their queries well in advance (at least two weeks before the Bid Submission due Date) so that the same could be replied at the earliest. The responses will be sent by email/fax/Speed Post

7. Bidder's Responsibilities

The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP will be at the Bidders' own risk.

It would be deemed that prior to the submission of the Bid, the Bidder has:

- (a) Made a complete and careful examination of requirements and other information set forth in this RFP document
- (b) Received all such relevant information as it has requested from NEC
- (c) Made a complete and careful examination of the various aspects of the Assignment including but not limited to:
 - i. The Geographical coverage
 - ii. Existing facilities and structures in the places
 - iii. The volume of the exercise and the number of days required for the assignment
 - iv. Conditions affecting timely completion of the Assignment
 - v. The support and cooperation that would be required from various department/agencies/organisations
 - vi. All other matters that might affect the Bidder's performance under the terms of this RFP document.

NEC shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

Each Bidder shall submit only one (01) Bid in response to this RFP. Submission of more than one Bid by any Bidder shall be construed as a sufficient reason for disqualification of the Bidder. In case, any entity is part of more than one Bidder (either a sole Bidder or a Consortium), this shall lead to disqualification of all the Bidders in which such an entity is participating.

8. Preparation cost

Bidders shall be responsible for all the costs associated with the Preparation of the proposal and participation in discussions and negotiations. The NEC shall not be responsible in any way for such costs, regardless of the conduct or outcome of this process

9. Mode of Payment:

All payments to the consultant will be made in Indian Rupees through account payee cheque through State Bank of India payable at Shillong.

10. Technical Qualification Bid

- a) It is desirable that at least 5 key professional staff proposed for assignment must be permanent employees of the firm or have an extended & stable working relationship with it. Proposed Key professional staff must have the experience indicated in Qualification Criteria preferably working under conditions similar to those prevailing in the country of the Assignment and preferably in the NER. Alternative key professional staff shall not be proposed. Only one curriculum vitae (CV) shall be submitted for each person.
- b) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in Data Sheet.
- c) The Technical Qualification Bid must be submitted in the format as indication in Section 5 – Standard Forms for Technical Qualification Bid. The proposal shall be rejected if it does not conform to the formats. These formats and requirements are briefly described below:
 - Form F-1 is the format for the covering letter for submitting the Technical Qualification Bid.
 - Form F-2 has two parts A) brief description of the firm/ organization B) past project experiences of similar nature *such as preparation of Tourism Master Plan of regions/ circuit development/ DPRs Feasibility reports of Tourism Projects* done in the last 5 years C) *description of the project completed*. Part A must be further detailed as – A1 – Basic Information, A2 – Staff Strength & Key Professionals and A3 – Office Infrastructure and presence in NER. This must be filled only for the lead firm in case of a consortium.
 - Form F-3 should indicate the annual financial turn over (consultancy fee only) and the Networth of the lead firm / consultant in the given format.

RFP Document

- Form F-4 should indicate the key professional staff assignments in the given format.
 - Form F-5 should give the detailed CVs of the key professional staff in the given format. The CVs must be signed by the concerned professionals.
- (d) Any additional information requested in the Data Sheet.
- (e) The Technical Qualification Bid shall not include any financial information.
- (f) The Technical Qualification Bid shall also contain the earnest money deposit (EMD) and cost of bid document, if it is downloaded from website.

11. Financial Bid

The Financial Bid must be submitted in the format as already indicated – Standard form for Price Bid (Form F-6).

12. Negotiations

The negotiations will be carried out first with lowest bidder, if required.

13. Award of Contract

The Contract will be awarded after negotiation if rate is reasonable. The firm is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

(A). Performance Bond/Bank Guarantee

Within 4 days of the signature of the contract, the successful contractor shall at its own cost and expenses, furnish to The Secretary, NEC, a Performance Bond in the form attached as Form F8 as sum equivalent to 5% of the total **contract** price .

- i) The Performance Bond shall be valid for a period of three months after the expiration date of the **contract**.
- ii) The NEC shall be entitled to claim the performance bond/ guarantee upon the first written demand without having to prove the liability of the **contractor** and in accordance with the terms and conditions as set out in Form 8 . For Public Sector Undertakings Corporate Guarantee shall be acceptable and the same shall be duly countersigned by the Administrative ministry of the PSU.
- iii) The NEC reserves the right to invoke the Performance bond and forfeit the amount if the successful bidder fails to respond to clarifications sought and sign the contract within the specified time frame or withdraws the offer within the period of one year from the date of receipt of bids.
- iv) Submission of false statements also entails invocation of Bid Guarantee of the bidders, irrespective of his being successful or otherwise.

(B) Liquidated Damages / penalty for Delay:

If the successful contractor fails to submit the specified services within the lead time stipulated by his offer, or within the period specified by the Purchase Order or a Contract, the NEC shall without prejudice to its other remedies under the Purchase order or the Contract,

deduct from the Purchase Order or the contract price, as liquidated damages, as sum equivalent to 0.5% of the delivered price of the delayed goods/ services for each week of delay until actual delivery, upto a maximum deduction of 5% of the contract price.

14. Settlement of disputes

Where any dispute arising out of or in connection with this Bid process is not resolved mutually then such dispute shall be settled within the jurisdiction of the Hon'ble Gauhati High Court

Any and all disputes or differences between the NEC and selected Bidder hereto arising out of or in connection with this Assignment or its performance (hereafter a "Dispute") shall, so far as it is possible, be settled amicably through good faith discussions between the Parties with authority to resolve the dispute or issue between them.

All the disputes between the NEC and selected Bidder, if cannot be settled mutually, the same shall be settled as per provisions of the Arbitration and Conciliation Act, 1996.

15. Agreement

Both Parties agree that the award of the arbitrators shall be final and binding upon them as per the Agreement that shall be signed between NEC and selected consultant/firm.

3. DATA SHEET

1. Name of work : Consultancy for preparation of Tourism Master Plan for North East India
2. Name of client : North Eastern Council
3. Address of the client : NEC Secretariat
Nongrim Hills, Shillong, Meghalaya
Ph:0364-2520816
Email:advbit@yahoo.com
Website: <http://necouncil.nic.in>
4. Submission of bid : The original copy of the company profile along with Earnest money deposit of Rs 1.00 lakhs and technical and financial bid should be submitted in three separate envelopes to the office of the Secretary, North Eastern Council, Nongrim Hills, Shillong Meghalaya. These three separate envelopes – Technical Qualification Bid and Financial Bid & EMD – shall be placed into another (an outer) envelope and sealed. This outer envelope shall bear the submission address and other information indicated in the Data Sheet. This outer envelope shall be super scribed with “Proposal for Preparation of Tourism Master Plan of North East India” and will have name, address, contact no. and email of the bidder..
5. Language of submitted bid & reports : English
6. Bid document cost : Rs/-
8. Contract Period : As indicated in the time frame in the ToR
9. Last Date of submission : 30th November, 2009 at 1600 hrs.
10. Opening date of Bids : To be intimated in due course of time
11. Bid validity period : 90 Days from the date of opening of Price bid.

RFP Document

12. Bid opening : Technical Qualification Bid shall be opened first. After scrutiny of Technical Qualification Bid, the Financial Bid of those bidders who satisfy the qualifying criteria shall be opened.
13. Minimum key persons : As mentioned in the Qualification to be provided. Criteria.
14. Consultancy services to : As per ToR given in Technical be provided Qualification Bid.
15. Financial Bid : As per ToR and FORM F-6
16. Performance bond/bank guarantee : The bidder shall submit, along with their Bid, a performance bond, in the form of Bank Guarantee from any scheduled commercial bank based in India, for an amount of 5% of total financial bid value in favour of 'The Secretary, North Eastern Council, Nongrim Hills, Shillong, Meghalaya with a validity period of three months after expiry date of the contract with a provision that it could be suitably extended on the request of the NEC. As per Form F-8

4. TERMS OF REFERENCE

A. Preamble

The North Eastern Council (NEC) came into being by an Act of Parliament, the North Eastern Council Act, 1971 to act as an advisory body in respect of socio-economic development and balanced development of the North Eastern Areas consisting of the present States of Arunachal Pradesh, Assam, Manipur, Meghalaya, Mizoram, Nagaland, Sikkim and Tripura. The NEC started functioning in the year 1972.

The eight states - Arunachal Pradesh, Assam, Nagaland, Manipur, Mizoram, Meghalaya, Tripura - and Sikkim is filled with magic and mystique of nature at her splendiferous best. Raw natural intensity is marked by ancient forestlands, high mountain grandeur, rare orchids and butterflies, roaring rivers and gurgling brooks, and exuberant waterfalls and placid lakes. On offer too are brightly painted monasteries, intricately woven tribal shawls and saris, indigenous sports and - most of exciting of all - many ethnic village communities with their colorful festivals, cuisines and arts and crafts. It's a compelling message of enticement and mesmerizing explorations as one travels from one state to the next

Under this backdrop and to develop a Tourism Master Plan to position the region as a favoured tourism destination, NEC invites Expression of Interest from reputed consultant firms having relevant experience for the Assignment. The master Plan would be broad framework for guiding the tourism development in the region across the eight states

B. Objectives of the Consultancy

The consultancy services are invited from the reputed and experienced consultants/firms for the study and prepare Detailed Tourism Master Plan that would be broad framework for guiding the tourism development in the region.

C. Detailed Scope of Work

The detail scope of work would be as follows

1.1.1. Review of Identified Circuits

- a. Provide an up to date overview of the tourism scenario in the North East. The existing and likely future patterns of tourism in the North East, Existing and potential themes, and the tourism market trends.
- b. Existing master plans and other perspective plans of the State governments and the Union government along with Vision 2020 of NEC will be studied in conjugation with the circuits already identified with a view to provide a thorough understanding of the tourism potential of the region thereby identify circuits with maximum potential.

RFP Document

- c. Based on the market study and the present tourism scenario in the region and its present travel trend alongwith profile of the traveler visiting North East identify primary destinations and nodes in each circuits.
- d. Identify secondary destinations and nodes which would add value to the circuits.
- e. Identification and suggestions for development of cultural and ethnic/ tribal/ rural products as niche tourism products.
- f. Assessing the carrying capacity of the existing tourism products.
- g. Assessment of increase in tourist traffic at the tourist destinations to be suggested for development in the Master Plan.

1.1.2.GAP Analysis

- a. Review the existing tourism infrastructure available in the identified destinations and nodes as well as roads and wayside amenities.
- b. Review tourism projects initiated by Governments and various agencies in the region, lessons learned from these projects & products.
- c. Identify Gaps in physical infrastructure.
- d. Review support infrastructure including training facilities, transport networks, connectivity, banking, tour operation and other support facilities.
- e. Review both national and international best practices and provide an overview of them assessing their use and applicability in the North East India.
- f. Identify gaps in support infrastructure.

1.1.3.Product Identification

- a. Based on GAP Analysis suggest specific tourism products in each destination and node.
- b. Product identification to be done in consultation with State Governments and to be aligned with State Government plan and Vision.
- c. Identify support infrastructure need with a regional perspective.
- d. Conversions and coordination of various State Governments Departments such as Tourism Department, Rural Development, Urban, Forests, Handloom & Handicrafts etc.)

1.1.4. Projectisation

- a. Develop project profiles for each of the tourism product identified.
- b. Prepare criteria for ranking the project identified, in terms of importance / criticality for development of the circuits.
- c. Visit each location and undertake local consultation with a view to identify any issues that may arise and to suggest the most suitable implementation strategy.
- d. Provide block cost estimates and investment requirements for each project.
- e. Assess the possibility of private sector involvement in the projects identified.

1.1.5. Action Plan

- a. Prepare a strategy for destination management with an objective to integrate tourism, heritage and business opportunities for destination development based on the identified tourism products in order to improve total visitor experience.
- b. Prepare a marketing strategy for individual destinations and circuits..
- c. Develop the tourism strategy into actionable plan and prepare a short term, medium term and long term action plan for the identified projects for achieving the proposed tourism strategy with indicative timescales.
- d. Identify the steps and the tasks for implementing the proposed tourism strategy with indicative timescales.

1.1.6. Conceptualisation of North East Tourism website

- a. Development of content for website based on the potential identified in the master plan.
- b. Content to cover tourism potential in all states of North East
- c. Design, develop and arrange for hosting of a Comprehensive North East Tourism Website.
- d. Devise a mechanism for maintenance of the website through a maintenance contract to be given to a reputed IT service provider
- e. Language in both English and Hindi.

The consultant company is expected to evolve an integrated Master Plan as per the scope of work as defined above. The purpose of master plan is to facilitate tourism development in the region taking into consideration other perspective plans of the State governments, Union government and vision 2020 of NEC for development of tourism in the region. It should lay due emphasis upon implementation mechanism and problems and solutions, including E&M Innovative ideas may also be suggested/ incorporated I the Master Plan in addition to the scope of works as defined above.

D. Time Frame

The total time frame for the assignment will be as follows:

<i>1. Submission of inception report</i>	<i>30 days</i>
<i>2. Submission of draft DPR's</i>	<i>210 days</i>
<i>3. Submission of Final DPRs in all annexure</i>	<i>45 days</i>
<i>4. Submission of web content and website design</i>	<i>45 days</i>

E. Deliverables

All report / Drawing are to be submitted in 5 Hard copies and 2 soft copies

F. Payment Schedule

Stage	Study	% Breakup
1.	Inception Report	30
2.	Draft Detailed Tourism Master Plan	35
3.	Final Detailed Tourism Master Plan	25
4.	Conceptualization of Website & web content design	10

G. Responsibility of the Client

The Client will help facilitate the requisite revenue drawings and permissions required for the studies. The Client will provide all the reports and data that it has for the study.

H. Performance bond/ bank guarantee:

The bidder shall submit, along with their Bid, a performance bond, in the form of Bank Guarantee from any scheduled commercial bank based in India, for an amount of 5% of total financial bid value in favour of 'The Secretary, North Eastern Council, Nongrim Hills, Shillong, Meghalaya with a validity period of three weeks after expiry date of the contract with a provision that it could be suitably extended on the request of the NEC. The stamp papers of appropriate value shall be purchased in the name of the Bank, which issues the 'Bank Guarantee'. The 'Bank Guarantee' shall be from Shillong Branch of a Scheduled Commercial Bank based in India acceptable to Client.

I. Liquidated Damages :

If the successful contractor fails to submit the specified services within the lead time stipulated by his offer, or within the period specified by the Purchase Order or a Contract, the NEC shall without prejudice to its other remedies under the Purchase order or the Contract, deduct from the Purchase Order or the contract price, as liquidated damages, as sum equivalent to 0.5% of the delivered price of the delayed goods/ services for each week of delay until actual delivery, upto a maximum deduction of 5% of the contract price.

5. FORMS

5.1 STANDARD FORMS FOR TECHNICAL QUALIFICATION BID

Form F-1 Technical Qualification Bid Submission Letter Form F-2 similar nature of consultancy work (*such as preparation of Tourism Master Plan of regions/ circuit development/ Feasibility reports of Tourism Projects*) completed in last three years. Form F-3 Annual financial turnover & Networth of last three years (clearly indicating the consultancy fee). Form F-4 Team composition and task assignments. Form F-5 Format of curriculum vitae (CV).

5.2. *STANDARD FORM FOR PRICE BID_ Form F-6 Format of Price Bid*

5.3 *Agreement between NEC and Consultant_ Format at F-7 of agreement.*

5.4 Performance bond/bank guarantee Format at F-8.

ANNEXURES

FORM F-1

TECHNICAL QUALIFICATION BID SUBMISSION LETTER

(Location, Date)

From : (Name of Firm) _____ To: The Adviser (Banking, Industries & Tourism)
North Eastern Council
NEC Secretariat
Nongrim Hills
Shillong
Ph:-0364-2520816

Date: / / 2009.

Sub: Engagement of Consultants For Preparing Time Bound Detailed Tourism Master Plan

Dear Sir

We the undersigned, offer to provide the consulting services for the above in accordance with your request for Bid dated (Date) and our attached proposal. The Bid, which we hereby submitting includes a technical proposal.

If selected to implement the service during the validity period, we undertake to negotiate the contract on the basis of the proposed staff. Our Bid is binding upon as a subject to the modification resulting from contract negotiations.

We under take that you are not bound to accept any Bid you receive.

We remain,

Yours Sincerely,

Authorized signature

Name and designation of signatory

Name of firm Address Seal of the consultant/firm

FORM F-2

CONSULTANCY WORK OF SIMILAR NATURE (*SUCH AS PREPARATION OF TOURISM MASTER PLAN OF REGIONS/ CIRCUIT DEVELOPMENT/ DPRS FEASIBILITY REPORTS OF TOURISM PROJECTS*) SUCCESSFULLY COMPLETED DURING LAST 5 YEARS

A. Brief Description of the firm /organization.

A1 – Basic Information A2 – Staff Strength & Key Professionals and

A3 – Office Infrastructure and Presence in the NER

B. Outline of recent experience on consultancy of projects of similar nature:

C. Experience of projects of similar nature in the North East

C. Description of the project completed

Sr. No	Name of consultancy	Name of Project	Owner of sponsoring authority	Cost of consultancy	Date of commencement	Date of completion	Was consultancy satisfactorily completed
1	2	3	4	5	6	7	8

Note: Please attach certificates from the employers (clients) for documentary proof of experience.

FORM F-3

**ANNUAL FINANCIAL TURNOVER AND NETWORTH OF LAST THREE YEARS
OF THE FIRM/ CONSULANT**

No.	Year	Financial Turnover	Networth
1.	2008-09		
2.	2007-08		
3.	2006-07		

FORM F-4

TEAM COMPOSITION AND TASK ASSIGNMENTS

Technical Staff

No.	Name	Position	Task Assigned
1.			
2.			
3.			
4.			
5.			
6.			

FORM F-5

**FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED
KEY PROFESSIONAL STAFF**

Proposed Position

Name of firm

Name of Staff

Profession

Date of Birth

Years with Firm / Entity: ____Nationality: ____

Membership in Professional Societies: _____

Key Qualification:

(Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignment and give dates and locations. Use about half a Page.)

Education:

(Summarize college / university and other specialized education of staff member, giving names of schools, dates attended and degree use about one Quarter of a page).

Employment Record:

(Starting with present position, list in reverse order every employment held. List of positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of actives performed and Client references where appropriate. Use about three quarter of a page)

Languages:

[For each language indicate proficiency: excellent, good, fair or proof in speaking, reading and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly described me, my qualifications and my experience.

_____Date_____

[Signature of staff member and authorized representative of the Firm] Day/Month/Year.

Full name of Staff member: _____

Full name of authorized representative: _____

Note: It is advised to attach summary sheet of CV for key staff indicating (A) qualification (B) Total Experience (C) relevant experience in No. of months.

FORM F-6

PRICE BID

(Location, Date)

From : (Name of Firm) _____ To: The Adviser, Tourism
North Eastern Council
NEC Secretariat
Nongrim Hills
Shillong
Ph:-0364-.....

Date: / / 2009.

Sub: Engagement Of Consultants For Preparation of Tourism Master Plan of North East India

Dear Sir

We the undersigned, offer to provide the consulting services for the above in accordance with your request for Bid dated (Date) and our attached proposal. We are understood the scope of services and hereby submitting our price bid for our consultancy fees, for the same.

Lump-sum fee in Rupees -----
(Service tax shall be paid in addition.)

We remain,

Yours Sincerely,

Authorized signature

Name and designation of signatory

Name of firm Address Seal of the consultant/firm

Form 7

Agreement between NEC and consultant

STANDARD FORM OF CONTRACT

AGREEMENT

Agreement made on -----BETWEEN THE PRESIDENT OF INDIA acting through Secretary NEC hereinafter called "THE GOVERNMENT" of the one part and M/s. --- hereinafter called "M/s. -----" (which expression shall, unless excluded by or repugnant to the context or meaning thereof, be deemed to include its successors and permitted assigns) of the other part.

WHEREAS the Government has taken a decision to prepare Comprehensive Master Plan for Development of Tourism in NER.

AND WHEREAS, M/s. ----- has represented to the Government that they are competent to handle such a study efficiently, as they have the necessary expertise available for conducting such a study.

AND WHEREAS, on such representation, the Government has agreed to appoint M/s. ----- and M/s.-----has agreed to act as an agent of the Government for conducting such a study on the terms and conditions set out hereunder.

NOW THIS DEED WITNEESES that in consideration of the amounts to be paid by the Government in the manner as mentioned in clause (1), it is agreed by and between the parties as follows:

(1) For satisfactory services to be rendered by M/s.----- to the Government, the Government shall pay to M/s.----- a total sum of Rs.-----/(Rupees -----as consultancy fees) + Rs.-----as Service tax @ -----% as applicable . The payment of the said amount will be made in 4 installments as follows:-

- (i) Rs.-----/- (30% of the cost) plus Rs.-----/- as service tax @ -----% = Rs.-----/- after submission of inception report on assignment of work and signing of Work Agreement & submission of Bank Guarantee of equivalent amount by the Consultant.
- (i) Rs.-----/-(35% of the cost) plus Rs. -----/- as service tax @ -----% = Rs. -----/- on submission of the draft Final Report and its acceptance.
- (ii) Rs.-----/- (25% of the cost) plus Rs.-----/- as service tax @ -----% = Rs.-----/- on submission of final report along with all Annexures and its acceptance by the Government.

- (iii) Rs.-----/- (10% of the cost) plus Rs.-----/- as service tax @ ----- % = Rs.-----/- on submission web design and its acceptance by the Government.

(2) M/s. -----shall act as Consultant of the Government with effect from ---- with full power and authority to prepare such plan. M/s. ----- is hereby fully authorized to do and perform all such lawful acts, deeds and things as deemed necessary and expedient for the purpose aforesaid.

(3) The TORs for preparation of m,aster plan on tourism in NE undertaken by M/s. ----- shall be as under:

[TORs as stated in Section 2 of this RFP]

(4) M/s. -----will not enter into sub-contract with any other agency/party to conduct investigations for the purpose of this study.

(5) The Government will exercise control by supervising the conduct of the study and will examine the final report as to same being as per the task entrusted and being done in a professional manner before releasing the final installment. The study shall be completed within ----- from the date of approval of Inception report.

(6) M/s.----- shall evolve the approach, methodology, survey instruments/questionnaires, tabulation plan etc. for conducting the study in consultation and close liaison with the officers of the Ministry of Tourism nominated by Secretary (Tourism).

(7) M/s.----- shall ensure effective supervision of the fieldwork during the entire period of the study in consultation with the officers of NEC. However, the responsibility for preparation of Master plan on Tourism in NE as also for the findings and conclusions shall rest on M/s. -----

(8) The NEC shall extend necessary assistance for getting co-operation of Member States and other stakeholders including State Tourism Departments and shall also provide letters requesting them to provide information.

(9) M/s. ----- shall be fully responsible for preparation of Master plan on Tourism in NE . It shall submit to the NEC, 5 copies of the Inception Report within 30 days The Inception Report will also specify the proposed date of start of the field work of the survey. The survey will start on acceptance of the Inception Report. On completion of field work, 5 copies of the draft final report will be submitted to the NEC, 10 copies of the Final Report will be submitted within 10 days of receipt of comments on draft final report. The Final Report will also be submitted in soft copy in CD in word and pdf format.

(10) Liquidated damages @ 0.5% per week would be payable by the consultants to the Government for delay in submission of Draft Final Report acceptable to the Government, unless the an extension is granted. M/s.----- shall apply for extension of time giving full justification if due to any unforeseen circumstances the study cannot be completed

within the stipulated period. The Government would have the sole discretion to allow such an extension.

(11) M/s. ----- will not be entitled to publish the report without the clearance from the Government.

(12) All data, including the unit level data, collected for the purpose of the assignment, would be handed over to the NEC in a CD or in any other medium acceptable to NEC. The settlement of the final installment of the bill shall be done after the report has been found satisfactory by NEC and in this respect the decision of Secretary NEC shall be final and binding.

(13) If NEC is of the opinion that preparation of Master plan on Tourism in NE is not being conducted properly, it will issue directives from time to time for ensuring that the study yields meaningful results. If the work of the consultant is not found satisfactory or if there is a delay in submission of the deliverables, an amount, to be decided by the competent authority in NEC, will be deducted from the consultancy fee.

TERMINATION OF CONTRACT

(14) NEC may at its sole discretion, stop the study at any time if, in its opinion, the study is not being conducted on prescribed lines or it is unlikely to yield fruitful results. If the Government of India for any reasons were to come to the conclusion that preparation of Master plan on Tourism in NE should be discontinued, NEC may issue directive to that effect. In case of premature termination of the contract by the Government, Secretary NEC may, at his sole discretion, decide whether M/s. ----- have to refund the amount already paid to them or they are entitled to any remuneration upto the effective date of termination of contract, irrespective of Schedule of payment and of the cost/ liabilities incurred on all the works completed or in progress till such date.

Force Majeure

(15) War, invasion, revolution, riots, sabotage, lock-outs, strikes, work shut-downs imposed by Govt., Acts of legislature or other authorities, stoppage in supply of material fuel or electricity, break-down of machinery, acts of Gods, epidemics, fires, earthquakes, floods, explosions, accidents, sea navigation blockage, or any other acts or events, whatsoever which are beyond reasonable control of M/s.----- and which shall directly or indirectly prevent completion of the project within the time specified in the Agreement, will be considered Force Majeure. M/s. -----shall be granted necessary extension to cover the delay caused by Force Majeure without any financial repercussions.

(16) Arbitration

(a) In the event of any question or dispute or differences arising between parties with regard to interpretation of work, rights, liabilities or duties arising out of this Contract, except those where the decision of the Secretary NEC is final, Secretary NEC will nominate a sole Arbitrator in consultation with M/s. ----- for adjudicating the dispute (s). There will be no objection that such Arbitrator is a Government servant, that he has to deal

with the matters to which the Contract relates, he has expressed views on all or any of the matter in dispute or difference. The award of the Arbitrator shall be final and binding on the parties to this contract.

(b) The Arbitrator shall have his seat principally in Shillong or at such other place as may be decided upon by the Arbitrator. The decision of the Arbitrator shall be final and binding on the parties.

(c) Each party shall bear its own cost of preparing and presenting its case before the arbitrator. The cost of arbitration (including the fees and expenses of the Arbitrator) shall be shared equally by the parties unless the award provided otherwise, the parties shall continue to perform their obligations under this contract during the arbitration proceedings provided that no payment due or payable by the parties shall be withheld or delayed unless such payment form the direct part of the subject matter of the Arbitration proceedings.

(d) The Arbitrator may from time to time with the consent of the parties enlarge the time for making the award. In the event the Arbitrator resigns or becomes incapable to act, the Government shall be entitled to appoint another in place of the outgoing Arbitrator and arbitration proceedings shall continue without recommencement as if such Arbitrator had been originally nominated.

(e) The arbitration proceedings shall be in accordance with the Arbitration and Conciliation Act 1996 and the Rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to the arbitration proceedings under the clause.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hands the day, month and year first above mentioned.

Signed and delivered by:

At Shillong

In the presence of

1.-----

1.-----

2.-----

2.-----

Appendix 'E1'

FORM OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(To be stamped in accordance with the Stamp Act of India)

To:

The Secretary, North Eastern Council,
Nongrim Hills, Shillong,
Meghalaya, India

WHEREAS _____ (NAME AND ADDRESS OF CONSULTANT) (HEREINAFTER CALLED “THE CONSULTANT”) HAS UNDERTAKEN, IN PURSUANCE OF CONTRACT NO _____ DATED _____ TO EXECUTE THE “PREPARATION OF MASTER PLAN ON TOURISM IN THE NORTH EASTERN REGION OF INDIA” (HEREINAFTER CALLED “THE CONTRACT”)

AND WHEREAS it has been stipulated by you in the said Contract that the Consultant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified herein as security for compliance with his obligations in accordance with the Contract in lieu of cash deposits held by you for such compliance of obligation / performance Guarantee.

AND WHEREAS we have agrees to give the Consultant such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultant up to a total of _____ (Amount of Guarantee) _____

_____ (in words), such sum being payable in Indian Rupees, and we hereby unconditionally, irrevocably and without demur undertake to immediately pay you, upon your first written demand and without cavil or argument any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

WE hereby waive the necessity of your demanding the said debt from the Consultant before presenting us with the demand.

We further agree that no change of addition to or other modification of the terms of the contract or of the services to be performed there under or of any of the contract documents which may be

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made between you and the Consultant shall in any way release us from any liability under the guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid for 72 months beyond the date of commencement of the service. The tendency of any dispute or arbitration or other proceeding shall not affect this Guarantee in any manner.

SIGNATURE AND SEAL OF THE GUARANTOR

NAME OF BANK

ADDRESS

NAME OF OFFICIAL

AND HIS DESIGNATION

DATE

Notes:

1. The stamp papers of appropriate value shall be purchased in the name of the Bank, which issues the 'Bank Guarantee'.
2. The 'Bank Guarantee' shall be from Shillong Branch of a Scheduled Commercial Bank based in India acceptable to Client.