SELECTION OF CONSULTANT(S) FOR
“PROJECT DEVELOPMENT,
TRANSACTION ADVISORY AND
IMPLEMENTATION SUPPORT FOR PPP
PROJECTS”

TENDER DOCUMENT

Issued by
Maharashtra Tourism Development
Corporation (MTDC),

Government of Maharashtra
Undertaking
4th Floor, Apeejay House, Dinshaw Wachaw Road, Near KC College,
Churchgate, Mumbai, Maharashtra India - 400020.
Tel. Nos. 022-22845678, 022-22044040
Fax: 022- 2285 2182

26th August 2020
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2. This Tender document is not an agreement or an offer by the Authority to the prospective Applicants 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 & submission of their Proposals.

3. This document may include statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require.

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TENDERING PROCESS

TENDERING PROCEDURE:

➢ Blank RFP Document can be seen, downloaded from the e-Tendering Portal https://mahatenders.gov.in.

➢ The tender must be prepared & submitted online on https://mahatenders.gov.in Portal by the bidder, based on the clarification, additional facility offered (if any) by MTDC, and this tender shall be unconditional. Conditional tenders shall be summarily REJECTED.

➢ For further information related to how to participate in e-Tendering, please read “Bidders Manual Kit” on the https://mahatenders.gov.in carefully.

➢ All bidders are cautioned that tenders containing any deviation from the contractual terms and conditions, specifications or other requirements and conditional tenders will be treated as non-responsive.

➢ **Bid Processing Fees**

   Interested parties are required to purchase bid document online from https://mahatenders.gov.in on payment of Rs. 10,000/- (Rupees Ten Thousand only) (non-refundable) by way of online payment gateway.

➢ **Earnest Money Deposit (EMD)**

   The Interested Parties are required to submit along with the Proposal an Earnest Money Deposit (EMD) of Rs. 5,00,000/- (Rupees Five Lakhs only) (refundable in case of unsuccessful bidders) by way of online payment gateway.

   o **Return of EMD of Unsuccessful Bidder**

      The EMD of the unsuccessful bidders shall be refunded to them without interest, after the award of work is finalized by Maharashtra Tourism Development Corporation or after the date of expiry of Validity of offer, unless the validity of offer is extended by mutual consent.

   o **Return of EMD of Successful Bidder**

      The EMD paid by the Successful Bidder shall be refunded to the bidder without interest, within 15 days of signing the agreement with the successful bidder. The EMD shall be forfeited in case the bidder fails to sign the agreement.
Maharashtra Tourism Development Corporation
[ 4th Floor, Apeejay House, Dinshaw Wachaw Road, Near KC College, Churchgate,
Mumbai - 400020 ]

E-Tender Notice

Mumbai,
Date: 26th August, 2020

To

All the bidding Consultants,

Dear Sir / Madam,

Subject: - Invitation of bids for selection of Consultants for “Project Development, Transaction Advisory and Implementation Support for PPP projects” of MTDC.

1.0 The Cabinet of Government of Maharashtra has approved “in principle” the PPP Policy for Development of MTDCs Resort and Open land. In the 1st Phase, the Cabinet has approved the development of 7 such locations.

2.0 In accordance to the aforesaid decision, MTDC now inviting bids from reputed Consultants to provide “Project Development, Transaction Advisory and Implementation Support for PPP projects” for the 7 locations.

3.0 The Proposals shall be filled in English and all entries must be typed and written in blue/black ink. Initials of the authorized representative of the applicant must attest all erasures and alterations made while filing the proposal. Over writing of figures in the Price Proposal is not permitted. Failure to comply with any of these conditions may render the Proposal invalid.

4.0 The consultant Applicant for providing its services will be selected under Quality & Cost Based Selection (QCBS) method as described in this document. The Technical Proposals would be evaluated based on the qualification criteria set forth herein. Financial Proposals (Price Bids) of only those Applicants, who’s Technical Proposals qualify, will be opened and evaluated.
5.0 MTDC shall not be responsible for any costs or expenses incurred by the applicant in connection with the preparation and delivery of Proposals, including costs and expenses related to visit to the site. MTDC reserves the rights to cancel, terminate, change or modify this Proposal Process and /or requirements of proposal stated in the Document, without assigning any reason or providing any notice and without accepting any liability for the same.

6.0 The Proposal shall be valid for a period of not less than 180 days from the Bid Due Date (the "BDD"). In exceptional circumstances, prior to the expiry of the original proposal validity period, the authority may request the Applicants to extend the period of validity for a specified additional period. The request for the extension shall be made in writing. However, Firms will not be permitted to modify their submitted proposals.

Online e-Bids are invited for Appointment of Consultants for Project Development, Transaction Advisory, providing implementation support, conducting a feasibility study and tender process for selection of Developer/Partner for Public Private Partnership Projects at 7 locations in Maharashtra.

RFP can be downloaded from https://mahatenders.gov.in from 26/08/2020, 11:00 Hrs and be submitted on or before 19/09/2020 till 13:00 Hrs. Pre-bid session will be held at above address on 09/09/2020, 13:00 Hrs. The e-Bids shall be opened at above address on 21/09/2020, 15:00 Hrs. The details of submission of e-Bids are available in the document uploaded on https://mahatenders.gov.in. MTDC reserves the right to cancel any or the entire bidding process without assigning any reason thereof.

Managing Director & Authorized Officer
## Data Sheet

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Date of publication of Tender</td>
<td>26/08/2020</td>
</tr>
<tr>
<td>2</td>
<td>News papers</td>
<td>National &amp; State Newspapers</td>
</tr>
<tr>
<td>3</td>
<td>Tender Fees</td>
<td>10,000/-</td>
</tr>
<tr>
<td>4</td>
<td>Earnest Money Deposit (EMD)</td>
<td>5,00,000/-</td>
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<tr>
<td>5</td>
<td>Download and submission start date &amp; time of Tender document</td>
<td>26/08/2020, 11:00 Hrs</td>
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<tr>
<td>6</td>
<td>Download and submission end date &amp; time of Tender document</td>
<td>19/09/2020, 13:00 Hrs</td>
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<td>7</td>
<td>Prebid meeting</td>
<td>09/09/2020, 13:00 Hrs</td>
</tr>
<tr>
<td>8</td>
<td>Venue for submission/opening of Tenders</td>
<td>Online</td>
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<tr>
<td>9</td>
<td>Opening of Technical Bids</td>
<td>21/09/2020, 15:00 Hrs (If Possible)</td>
</tr>
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<td>10</td>
<td>Technical Presentation</td>
<td>Will be intimated in due course</td>
</tr>
<tr>
<td>11</td>
<td>Opening of Financial (Price) Bids</td>
<td>Will be intimated in due course</td>
</tr>
<tr>
<td>12</td>
<td>Authority</td>
<td>MD, MTDC</td>
</tr>
</tbody>
</table>
1.0 PROPOSED PROJECT LOCATIONS:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Property Name</th>
<th>Property Details</th>
<th>Built-up Area in Sqm.</th>
<th>Area in Hectares</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Holiday Resort Matheran</td>
<td>35 rooms</td>
<td>2470.26</td>
<td>1.457</td>
</tr>
<tr>
<td>2</td>
<td>Holiday Resort Mahabaleshwar</td>
<td>124 rooms, 1 conference hall, 1 restaurant, 1 Spa</td>
<td>11,150.71</td>
<td>6.07</td>
</tr>
<tr>
<td>3</td>
<td>Holiday Resort Harihareshwar</td>
<td>26 rooms</td>
<td>2161.00</td>
<td>2.43</td>
</tr>
<tr>
<td>4</td>
<td>Holiday Resort Ganpatipule</td>
<td>112 rooms</td>
<td>9956.57</td>
<td>45.46</td>
</tr>
<tr>
<td>5</td>
<td>Holiday Resort Mithav</td>
<td>39 rooms, 3 dorms</td>
<td>5294.31</td>
<td>66.95</td>
</tr>
<tr>
<td>6</td>
<td>Tadoba</td>
<td>Open Land</td>
<td>Open Land</td>
<td>25.00*</td>
</tr>
<tr>
<td>7</td>
<td>Fardapur</td>
<td>Open Land</td>
<td>Open Land</td>
<td>187.7215</td>
</tr>
</tbody>
</table>

* The land is likely to be made available to MTDC by the government

2.0 SCOPE OF THE WORK:

The objective of this consultancy assignment is to structure the projects bankable and select developers for undertaking the implementation of proposed projects on PPP mode. The consultant shall assist/facilitate transparent processes in selection of the developers.

Stage 1 - Project Conceptualization Stage:

1. The consultant is expected to have an initial understanding of the project by undertaking inception meetings with MTDC and other key stakeholders at the state level as required.

2. Undertake market survey to assess the revenue potential of the project and each of the project components and accordingly finalize the project components including sizing and phasing.

3. The consultant shall conduct the field visit in consultation with tourism department / MTDC while visiting project area

4. Market Survey by conducting field visit:
   a. Provide information on potential demand for various project components such as hospitality, entertainment, commercial, retail space, residential, recreational,
b. Assess the intensity of development that the area can sustain
c. Identify opportunities for mixed land use development
d. Develop the project concept/ development approach along with proposed timelines (based on the initial assessment) to undertake the project development process.

5. Submit High level Financials.

6. Identify model of development for each selected property i.e. BOOT, BOLT, DBFOT, O&M etc.

7. Submission of the Conceptual report.

Stage 2 - Detailed Project Feasibility Report:

1. The consultant is expected to undertake a detailed feasibility study for development of the project components as planned for each project.

2. Undertake financial assessment including prepare alternative business plan options and corresponding alternative project structures for project implementation on PPP mode (minimum project facilities, role of developer & Employer, concession period, payment terms, contractual obligations, bid parameter, MDO, MSO, Period of project implementation, monitoring, penalty, termination etc.).

3. Develop Financial Model to capture various scenarios for the cost and revenue streams, to ascertain the financial viability of the development.

4. Evaluation of alternative funding options & their impact on feasibility.

5. Operating & Maintenance costs
   a. Pricing strategy
   b. Revenue projections, involving lease and outright sale option, tariffs charged, maintenance costs and charges thereof
   c. Financial Indicators: Payback period, Project IRR, Equity IRR, Economic IRR, NPV, Profitability ratio, Sensitivities and Scenarios

6. Based upon the inputs from the above analysis, alternate financial structures for the project will be developed which propose a financially viable model of the project so as to attract Private Sector Participation. Consultant shall undertake sensitivity analysis for various scenarios including most probable and most pessimistic scenario.

7. All the assumptions used in the financial analysis along with basis of assumptions shall be elaborated.
8. Required due diligence on extent of usable land, land extents, contours, permissibility of project components in terms of local development regulations, environmental laws, including CRZ and protected forest areas.

9. The consultant shall present the feasibility report to MTDC.

10. If required, prepare the revised feasibility report based on suggestions of the MTDC.

11. Submission of Detailed Project Feasibility Report (Three hard copies, one soft copy shall be provided).

Note: Payment should be as per the quoted fees and agreed milestones

Stage 3 - Bid Process Management:

Bid Process Management shall include:

- Preparation of EOI (including Project Information Memorandum) cum Tender Document/ Bid document (including draft concession agreement) based on the finalized project structure for developing the projects on PPP mode. The concession agreement/agreement would have to be fully vetted by the legal expert of the Bidding Consultant.

- Preparation of checklist, proforma, presentation for obtaining necessary approvals and also provide clarification, answer to queries, etc as may be required.

- Coordination for pre bid meeting/s, project marketing for better response including coordinating site visits for the prospective Bidders, evaluation of bids, facilitation in issue of Letter of Intent (LoI) and agreement signing with preferred Bidder, etc.

- Outlining the action to be taken by the Project Administrator and Employer for the smooth transfer from the developer after the concession period and for smooth functioning of the project thereafter or in case of termination and action to be taken thereafter.

Stage 4 - Promotion among investors:

The consultant shall promote the PPP project among investors. The promotion activity includes the following:

a. Conducting relevant stakeholder meetings, FAM trips, Road shows for creating awareness.

b. Attracting national / international project developers.

c. Marketing project among investors through one to one meetings with Investors, Associations, Chambers, Social media, Posting on websites, Print media, Digital media
etc. (The associated costs shall be borne by the Authority).

Stage 5 - Project Implementation (Implementation, Construction & Operations Period):

Post agreement signing, the consultant is expected to provide handholding support to the MTDC in monitoring and coordinating various activities as per the concession agreement. The handholding support would extend up to few months beyond the financial closure of the project from signing of the concession agreement by when the actual implementation of the project on ground should have commenced and made significant progress. During this period, the consultant’s role would include but not limited to the following:

- Monitoring fulfillment of developer’s obligations during conditions precedent and construction period.
- Assisting MTDC in seeking statutory clearances and monitoring for the project for the fulfilment of Conditions Precedents (CP) of the concession Agreement.
- The Consultant shall submit the monthly report in this regard.
- Facilitate in fulfilling Employer's conditions precedent.
- Liaison among Employer, Developer and PMC/ Independent Engineer to ensure smooth project implementation in a time bound manner during construction period as per the concession agreement.
- Smooth handover and transition of the project to the Independent Engineer cum project monitoring consultant including submission of handover report and soft project assets like documentation etc.
- The consultant shall assist the MTDC for a period of 3 months beyond financial closure or 10% of physical project completion whichever is later.

Review and Reporting:

As the government of Maharashtra gives high priority to Tourism projects, the PPP project is prestigious for MTDC and expected to be developed in time bound manner, the project manager is expected personally to be present and appraise the project development status to MTDC fortnightly or whenever required.
Tentative Timelines for executing the scope of work:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Deliverable</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Submission of Inception Report</td>
<td>10 days</td>
</tr>
<tr>
<td>2</td>
<td>Submission of Draft Feasibility Report</td>
<td>3 weeks after approval of Inception report</td>
</tr>
<tr>
<td>3</td>
<td>Submission of Final Feasibility Report</td>
<td>1 week after receiving final comments on Draft Feasibility report</td>
</tr>
<tr>
<td>4</td>
<td>Submission of Bid Documents *</td>
<td>4 weeks after approval of Final Feasibility Report</td>
</tr>
<tr>
<td>5</td>
<td>Bid Evaluation Report</td>
<td>2 weeks after submission of bid documents</td>
</tr>
<tr>
<td>6</td>
<td>Signing of Agreement</td>
<td>4 weeks after letter of award is given</td>
</tr>
<tr>
<td>7</td>
<td>Submission of TORs for IE and Independent Auditor</td>
<td>2 weeks after signing of Agreement</td>
</tr>
<tr>
<td>8</td>
<td>Financial Closure</td>
<td>180 days after signing of contract if no extension has been granted to Developer</td>
</tr>
<tr>
<td>9</td>
<td>Handholding of Authority</td>
<td>3 months after the financial closure of 10% of the physical achievement by Developer whichever is later</td>
</tr>
</tbody>
</table>

The above-mentioned timelines are indicative and shall be finalized for each project in consultation with MTDC after completion of each stage of the project.

3.0 PREPARATION, SUBMISSION AND EVALUATION OF PROPOSALS

3.1 GENERAL

a. The Applicants 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. The Applicants should submit their proposals individually and consortiums are not allowed.

c. Adherence to formats, wherever prescribed, is required. Non-adherence to formats might be a ground for declaring a proposal non-responsive.
d. All communication and information shall be provided in writing and in English language only.

e. 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.

f. The Applicants are advised to adhere to sequence of Proposal as per details in Appendices. Wherever required the details shall be referred with the Page numbers clearly marked i.e. all the required tables shall be provided at the start of proposal only with reference to the page numbers wherever the details of each project / individual has been provided.

3.2 PREPARATION AND SUBMISSION OF PROPOSALS

Applicant should sign on each page of the document as a part of acceptance of all terms and conditions. Applicant should submit the form of technical Proposal as well as commercial Proposal as directed in this document.

3.3 SUBMISSIONS IN TECHNICAL PROPOSAL

The Technical Proposal shall contain the following documents.

a. Signed Tender Document
b. Table of Contents listing the various sections included in the proposal.
c. Checklist of Submissions as per Annexure -I
d. Covering Letter as per Annexure -II
e. Proposal Contents:
   Each Consultant must include in the proposal an Executive Summary that summarizes important features of the proposal, brief description of the Consultant’s approach to the scope of work, a description of the project team, and a description of how the proposed team meets the requirement set forth in this RFP. The Executive Summary should not be more than 2 to 3 pages. Brief Corporate Profile along with Experience in handling similar assignments including Completion certificates satisfying the eligibility criteria mentioned above
f. Experience of the Applicant: Details of experience of the Applicant in TA services in development of Public Private Partnership (PPP) Projects shall be submitted in the format enclosed as Annexure -III. Experience of Associates and JVs are not allowed. The experience is categorized in to three categories as below:
1. TA Services for **Tourism Projects** that include – Resorts, Hotels, MICE centres etc.

2. TA Services for **Other than Tourism Projects**.


**No project shall be repeated under different categories for claiming experience.**

g. Annexure A – Annual Turnover

The Applicants should submit their Annual Turnover from Infrastructure Advisory services during the past five years as per the audited balance sheets as per Annexure- A, along with supporting documents.

h. Team Composition:

Details of key personnel for engagement in this assignment in the format enclosed as **Annexure -IV**. The proposed team shall be on rolls of bidding applicant at least for the last one year preceding the Bid Due Date (BDD). However, the legal consultant can be hired from a reputed law firm who have expertise in advising for Infrastructure Projects on PPP.

i. The proposal should include a work plan describing the services, approach and methodology proposed for accomplishing the scope of work. The proposed phasing of the project should be discussed. The proposal should be sufficient in detail to allow an objective analysis of the firm’s capabilities and envisioned work plan in comparison with competing firms. It should also discuss the roles and responsibilities of the project team.

j. Power of Attorney

An authorized person of the firm shall sign the proposal, on behalf of the firm. The Power of Attorney of the authorized person should be on stamp paper duly notarized or Board resolution should be submitted along with the proposal. All necessary forms and statements for the various miscellaneous provisions explained in this document must be completed, properly signed, and submitted with the proposal.
k. The technical proposal to be provided by the bidder shall be prepared as per Formats mentioned above. Scanned Copies of all documents shall be uploaded online in “Technical Envelope”.

All bidders shall note, online submission of bid is mandatory, however, within 72 hours of locking of bid i.e. After last date & time of submission of bid, bidder shall submit all the bidding documents submitted online, In offline mode also (Means bidder shall submit hard copies of all bid documents in the envelopes prescribed above along with a CD of the same documents in searchable PDF format, to the office of Sr, Manager, L & E, MTDC Head office, Mumbai. If the bidder inadvertently or otherwise does not submit the hard copy, then it shall not constitute a bar to open his e-offer i.e. submission of hard copy is not mandatory Bidder’s online tender shall be opened by the tender opening authority and shall be processed. If there is any discrepancy between the documents, bidders online offer shall be considered.

For offline Submission: - Technical and Financial Proposal (one copy each) in separate sealed envelope and superscripted on the envelope as “Enclosure 1: Technical Proposal” and “Enclosure 2: Financial Proposal”. Both these envelopes to be submitted in a common envelope with the company name, seal and superscripted as Selection of consultant(s) for “project development, transaction advisory and implementation support for PPP projects”.

3.4 SUBMISSION OF FINANCIAL PROPOSAL

The financial proposal shall contain the professional fee (price quote) of the Applicant in Indian Rupees that is inclusive of man day cost, studies & investigations travel & sojourn, printing and stationery and all other expenses except GST. The financial proposal shall be submitted online in the format enclosed as Annexure – V

4 SIGNING OF PROPOSALS

The Authorized Signatory shall sign or initial each page of the proposal documents along with its seal. They should also sign & stamp each page of the Tender Document & return the same along with proposal to MTDC. Power of Attorney shall be enclosed as proof of Authorization.

5 OPENING OF PROPOSALS

5.1 Proposals received online by the due date and time and will only be considered for opening and evaluation. Proposals other than stated will be summarily rejected.
5.2 In case of any change in opening of technical proposals, the applicants will be duly intimated the date, time and venue for opening of the same. The Authorized representatives of the participating Applicants are requested to be present during proposal opening.

5.3 The details of the authorized representatives (who choose to attend) present will be recorded.

5.4 Name of the Applicants that submitted the proposals will be read aloud in the presence of Applicant’s representatives and will be recorded.

6 OPENING AND EVALUATION OF TECHNICAL PROPOSAL

6.1 Evaluation of Technical Proposal shall be undertaken only if all the documents are submitted as defined.

6.2 The eligible proposals will be opened and checked for all the mandatory documents duly signed as per the list provided above and in the prescribed formats. MTDC shall take a decision at its sole discretion with regard to proposals without any of the said documents or documents submitted in any other format other than the prescribed.

6.3 Minimum Eligibility:

6.3.1 The Applicants shall have a minimum Average Annual Turnover of Rs. 25 Crores from Infrastructure Advisory services during the past five years as per the audited balance sheets. The details shall be provided as per Annexure-A, along with supporting documents.

6.3.2 PPP project development experience of atleast two completed similar projects (as defined under 3.3.f (i) above) of not less than Rs 20 Crs.

6.4 Proposals meeting the minimum eligibility criteria will only be considered for further evaluation of the Proposals.

6.5 Applicants not meeting the minimum eligibility criteria as above are deemed to be disqualified and will be excluded from further evaluation of their tender. No correspondence or representation will be entertained and MTDC’s decision will be final in this regard.

6.7 Evaluation of Technical Proposal will be taken up only if the applicant meets the Minimum eligibility criteria. Maximum marks under Technical proposal are 100, with the following breakup.
6.7.1 Experience of the Firm: **60 marks**

6.7.2 Team Composition: **40 marks**

6.8 The technical proposals will be marked based on the following evaluation criteria.

6.8.1 With reference to Firm’s Experience in Transaction Advisory for PPP projects, marking will commensurate with experience in number of completed Projects / assignments for which agreements are concluded during last ten years will only be considered. Ongoing projects shall also be considered for Category 3 projects as given below:

6.8.1.1 Category 1: TA Services for Tourism Projects: Each Similar Project will carry ten (7) marks subject to a maximum of twenty-one (21) marks

6.8.1.2 Category 2: TA Services for other than Tourism Projects: Each other than Tourism Project Experience will carry three (3) marks subject to a maximum of nine (9) marks.

6.8.1.3 Category 3: Tourism Advisory Project: Experience in the following category of projects should be considered: Investment Promotion advisory support which includes attracting investment for tourism infrastructure projects like resorts, hotels, etc (5 marks)

*Experience from Government Projects will only be considered. No project shall be repeated under different categories mentioned above. Marks will not be provided for a repeated project under any category*

6.8.1.4 Presentation on Adequacy and quality of proposed approach, methodology, work plan and understanding of Tourism Sector. Evaluation will be based on the quality of presentation made by the bidding firm, and the presentation should address the ability of the consulting firm to address key objectives of the project. (25 marks)

6.8.2 The team composition (key experts) mentioned in Terms of Reference (TOR) of this Tender Document (along with minimum experience) will only be considered. While Team Leader is allocated maximum sixteen (16) marks and other key experts mentioned in TOR are allocated maximum eight (8) marks each. Each team member will be eligible for marking (as below) only if each of them:
1. Fulfills the minimum number of years of experience & qualification as stipulated.

2. Is the existing employee of the bidding applicant for a minimum of one (1) year preceding the Bid Due Date (BDD). However, the Legal consultant can be drawn from the reputed law firms who have the experience in infrastructure services.

6.8.3 Either the team leader or any one of the team members shall be employed & located in Mumbai for the entire project duration for regular project coordination.

6.8.3.1 Team Leader: A total of sixteen marks are allocated to Team Leader. Two (2) marks will be awarded for each completed TA project experience in Tourism projects, subject to a maximum of eight (8) marks. Further, two (2) marks will be provided for each of the completed TA project experience in other than Tourism PPP project, subject to a maximum of eight (8) marks.

6.8.3.1.1 Other Key Experts: A total of eight (8) marks are allocated to each expert as below as per experience stipulated.

6.8.3.1.2 Legal Expert: Two(2) mark will be awarded for each completed TA project experience in PPP Projects subject to a maximum of eight (8) marks.

6.8.3.1.3 Financial Expert: Two (2) marks will be awarded for each completed TA experience in PPP Projects subject to a maximum of eight (8) marks.

6.8.3.1.4 Architect / Urban Planner / Tourism Expert: Two (2) marks will be awarded for completed project experience in PPP Projects for Architect / Urban planner or experience in tourism sector for Tourism expert, subject to a maximum of eight (8) marks.

The technical proposals shall be evaluated by MTDC and marks will be awarded based on the above stipulations. MTDC’s decision is final and binding on all the parties.

2 Definition of Government Projects: All such Projects where the Project Authority is Central or State Or Local Governments or Public Sector Units (PSUs) promoted by Central or State or Statutory Organisations/ Authorities created by Central /State Governments
7 OPENING AND EVALUATION OF FINANCIAL PROPOSAL

7.1 The Financial Proposal of those Firms that scored a minimum of Seventy (70) marks in the Technical Proposal will only be opened.

7.2 The Financial Proposals shall be checked for substantial compliance. If the submission is in substantial compliance with the Financial Proposal format/requirements, then, the review and evaluation of the same would be undertaken. If the submission does not satisfy the criteria, the submission will be rejected and such Applicant will be eliminated from further evaluation process.

7.3 Requirements for Substantial Compliance: Prior to the detailed evaluation of the Financial Proposal, it would be determined whether each Financial Proposal:

7.3.1 Has been properly signed and contains the required representations or commitments;

7.3.2 Is presented in a manner that conforms with the requirements of the Tender Document including the specified format.

7.4 Material Deviation: A material deviation or reservation is one

i. Which affects in any substantial manner the requirements of the Tender Document and performance of the Project; or

ii. Which is substantially inconsistent with the requirements of the Tender Document

iii. Whose rectification would affect unfairly the competitive provision of other competing Applicants presenting substantially responsive proposals

7.5 Evaluation:

I. For financial evaluation, the total Lump-sum cost of the consultancy assignment indicated in the Financial Proposal, excluding GST, shall be considered.

II. MTDC will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the Consultant to be compensated and the liability to fulfil its
obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Quote (FM) will be given a financial score \((SF_x = SF)\) of 100 points. The financial scores of other proposals \((SF_x)\) will be computed as follows:

\[
SF_x = 100 \times (FM/FX),
\]

- FM is the least Financial Quote
- FX is the quote by the particular company for which the Score is being calculated.

8 **COMBINED EVALUATION OF TECHNICAL AND FINANCIAL PROPOSALS UNDER QCBS**

Proposals will finally be ranked according to their combined technical \((ST_x)\) and financial \((SF_x)\) scores as follows

\[
\text{Combined Score} (S_x) = ST_x \times TW + SF_x \times FW
\]

a. Where TW and SW are weights assigned to the Technical Proposal and Financial Proposal, which shall be 80% and 20% respectively.

b. The Selected Bidder shall be the Bidder with the highest combined score. The second highest Bidder shall be kept in reserve and may be invited in its discretion for negotiations in case the first-ranked Bidder withdraws, or fails to comply with the requirements specified.

9 **CRITERIA FOR SELECTION OF TA CONSULTANT**

The sole criterion for selection of the consultant is the highest combined technical and financial scores in the ratio of 80:20 respectively (80% technical score and 20% financial score). In the event of more than one Applicant score the same highest marks, the applicant with the highest Technical Score will be chosen. If still there is a tie, MTDC may call those Applicants (limited to only such Applicants) for resubmission of the financial proposal. In such a case, Applicant that offers the lowest price quote will be the selected consultant.
10 TEAM COMPOSITION

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”) who shall fulfill the academic and professional experience criteria as specified below:

<table>
<thead>
<tr>
<th>Key Personnel</th>
<th>Education Qualification</th>
<th>Length of professional Experience</th>
<th>Experience on Eligible Assignments</th>
</tr>
</thead>
<tbody>
<tr>
<td>PPP expert - (“Team Leader”)</td>
<td>Post-Graduation in Management, or Engineering, or Architecture, or Urban Planning, or equivalent</td>
<td>15 years</td>
<td>He should have worked as a PPP expert on at least 2 (two) PPP projects in Infrastructure preferably in the Tourism Sector</td>
</tr>
<tr>
<td>Financial expert</td>
<td>MBA (Finance) or C.A. or C.F.A</td>
<td>10 years</td>
<td>He should have worked as a Financial expert on at least 2 (two) PPP projects preferably in the Tourism Sector</td>
</tr>
<tr>
<td>Legal Advisor</td>
<td>Graduate in Law or equivalent</td>
<td>10 years</td>
<td>He should have worked as a legal expert for at least 2 (two) projects in Infrastructure sector leading to signing of Concession Agreement.</td>
</tr>
<tr>
<td>Architect / Urban Planner / Tourism Expert</td>
<td>Post Graduation in Infrastructure Planning, or equivalent for Architect / Urban Planner (and Tourism Expert ?)</td>
<td>10</td>
<td>He should have worked as a Architect / Urban Planner on at least 2 (two) PPP projects preferably in the Tourism Sector</td>
</tr>
</tbody>
</table>

Note: The Legal expert may be hired from the outside but with an exclusive & binding bidding arrangement.

11 PAYMENTS TO CONSULTANT

Payments to the consultant are structured in a combination of Professional Fee & Success Fee. Professional Fee is linked to the physical deliverables and the Success Fee is based on successful achievement of the consultant in attracting the preferred bidders for the projects based on approved project structure of MTDC in a transparent manner. Professional Fees shall have to be quoted as financial bid online by the Consultant per project basis as per Annexure-V

The Professional Fee as quoted by the selected consultant plus applicable taxes shall be paid by MTDC. The Success Fee (including applicable taxes) per project shall be recovered from the preferred bidders in accordance with the Tender Document terms at the time of Agreement.
12 DELIVERABLES, TIME LINES AND PAYMENT SCHEDULE

12.0 Professional Fee:

The Professional Fee payment schedule for the proposed deliverables per each of
the project shall be as below:

<table>
<thead>
<tr>
<th>Sr. No</th>
<th>Deliverable</th>
<th>Payment in terms of Professional Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approval of Inception Report</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>After approval of draft Feasibility Report</td>
<td>10%</td>
</tr>
<tr>
<td>3</td>
<td>After approval of Final Report</td>
<td>15%</td>
</tr>
<tr>
<td>4</td>
<td>Approval of Bid Documents</td>
<td>20%</td>
</tr>
<tr>
<td>5</td>
<td>Approval of Bid Evaluation Report</td>
<td>15%</td>
</tr>
<tr>
<td>6</td>
<td>Signing of Agreement</td>
<td>10%</td>
</tr>
<tr>
<td>7</td>
<td>Financial Closure</td>
<td>10%</td>
</tr>
<tr>
<td>8</td>
<td>Handholding of Authority for 3 months beyond</td>
<td>10%</td>
</tr>
<tr>
<td></td>
<td>financial closure or 10% of physical project</td>
<td></td>
</tr>
<tr>
<td></td>
<td>completion, whichever is later</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Total</td>
<td>100%</td>
</tr>
</tbody>
</table>

12.1 Success Fee:

Apart from the above professional fee, a Success Fee equal to 0.25% of the
estimated landed project cost (as approved in the Tender Document) which will be
converted to a final number, will be paid to the consultant after the developer pays the
project development fees to MTDC plus applicable taxes.

12.2 Fee exclusions:

The fee quoted by the consultant is not inclusive of the following and all the following
services are on the cost of MTDC only. In case the consultant is asked undertake
the below tasks, the costs will be reimbursed at actual along with applicable taxes if
any:

a. Any Site Level Studies (Topo, ETS, DGPS, Soil test) etc.

b. Visits to be organized to Model Projects in other countries/overseas as decided
   by MTDC

c. Publishing cost of Advertisement, Publicity etc for reaching to the investors

d. Cost of organizing pre-bid meetings, Road Shows, investor meetings, etc.
12.3 Cost of Re-bidding:

In case of re-bidding due to the no response/low response to the bids, the consultant is required to revise the Tender Document documents as per the revised requirements of MTDC, then the Consultant is eligible for claiming 50% of fee only equaling to submission of Draft Bid Documents stage with applicable taxes.
ANNEXURE A

FORMAT FOR FINANCIAL SUMMARY DATA

TURNOVER RELATED DATA (All figures in INR Crore)

<table>
<thead>
<tr>
<th>Description</th>
<th>Financial Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Turnover from Infrastructure Advisory services</td>
<td></td>
</tr>
<tr>
<td><em>Average of last 5 years</em></td>
<td></td>
</tr>
</tbody>
</table>

Financial Year: 1st April to 31st March or the particular accounting year followed and audited.

Note:
1. The applicant shall submit the copies Audited Balance Sheets/ Annual Reports
2. The annual Turnover data should be certified by a practicing Chartered Accountant.

SIGNATURE______________________
NAME__________________________
DESIGNATION___________________
COMPANY SEAL
COMPANY_______________________
DATE__________________________

Signature of the Chartered
Account with name & registration number
## Annexure-I

### Format for

**CHECKLIST OF SUBMISSIONS IN ENVELOPES I & II**

<table>
<thead>
<tr>
<th>SNo.</th>
<th>Enclosures to the Proposal</th>
<th>Status (Submitted / Not Submitted)</th>
<th>Remarks</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Signed Tender Document (along with Addendums if any)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Covering Letter (Annexure -II)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Experience Details (Annexure- III)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Team Composition (Annexure - IV)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Financial Proposal (Annexure - V)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Receipt of Rs.10,000/- towards the processing fee paid online</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Receipt of Rs.5,00,000/- towards the Bid Security / EMD paid online</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Format for

COVERING LETTER (LETTER OF PROPOSAL)
(On Applicant’s Letter Head)

To The Managing Director,
Maharashtra Tourism Development Corporation,
4th Floor, Apeejay House,
Dinshaw Wachaw Road,
Near KC College, Churchgate,
Mumbai - 400020

Date:

Sub: Appointment of Consultant for “Project Development, Transaction Advisory and Implementation support under PPP Mode” for Tourism projects.

With reference to your Tender document dated _______, I / We, having examined all relevant documents and understood their contents, hereby submit our Proposal for selection as Consultant (the "Consultant") for the subject project. The proposal is unconditional.

2. I/We acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the Proposal for selection of the Consultant, and we certify that all information provided in the Proposal and in the Appendices are true and correct, nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.

3. This statement is made for the express purpose of appointment as the Consultant for the aforesaid Project.

4. I / We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.

5. I / We acknowledge the right of the Authority to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

6. I / We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I/We declare that:

(a) We have examined and have no reservations to the Tender Documents, including any Addendum issued by the Authority;

(b) I / We do not have any conflict of interest as mentioned in the Tender Document;

(c) I / We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and

(d) I/We hereby certify that we have taken steps to ensure that in conformity with the provisions of this Tender, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I / We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Consultant, without incurring any liability to the Applicants in accordance with the Tender document.

9. I/We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast a doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offence that outrages the moral sense of the community.

10. I / We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.

11. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority (and/ or the Government of India) in connection with the selection of Consultant or in connection with the Selection Process itself in respect of the above mentioned Project.

12. I/We agree and understand that the proposal is subject to the provisions of the Tender Document. In no case, shall I/we have any claim or right of whatsoever nature if the Consultancy for the Project is not awarded to me/us or our proposal is not opened or rejected.

13. I / We agree to keep this offer valid for 180 (One hundred and eighty) days from the Bid Due Date as specified in the Tender document.
14. In the event of my/our Applicant being selected as the Consultant, I/we agree and undertake to provide the services of the Consultant in accordance with the provisions of the Tender document and that the Team Leader shall be responsible for providing the agreed services himself and not through any other person or Associate.

15. I/We have studied Tender document and all other documents carefully. We understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of Consultancy.

16. The Technical and Financial Proposals are being submitted in separate documents along with Annexure-A to prove our financial details. The contents provided in Annexure-A and proposals shall constitute the Bid which shall be binding on us.

17. I/We agree and undertake to abide by all the terms and conditions of the Tender document. In witness thereof, I/we submit this Proposal under and in accordance with the terms of the Tender document.

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the Applicant)
**Annexure -III**

Format for Applicant’s Experience in PPP Projects

**TA EXPERIENCE IN TOURISM PROJECTS**

<table>
<thead>
<tr>
<th>S#</th>
<th>Name of Project</th>
<th>Client Details</th>
<th>Project Location</th>
<th>Project Components</th>
<th>Project Cost (Rs. Crores)</th>
<th>Document Enclosed as Proof of Experience*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TA EXPERIENCE IN OTHER THAN TOURISM PROJECTS**

<table>
<thead>
<tr>
<th>S#</th>
<th>Name of Project</th>
<th>Client Details</th>
<th>Project Location</th>
<th>Project Components</th>
<th>Project Cost (Rs.Crores)</th>
<th>Document Enclosed as Proof of Experience*</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signature____________________
Name________________________
Designation__________________
Company______________________
Date________________________
Notes:

*The claimed experience shall be supported by project completion certificates / agreements for completed projects issued by the clients towards documentary evidences.*
Annexure – IV

Format for
TEAM COMPOSITION - DETAILS OF KEY EXPERTS

1 Proposed Designation of Key Expert:

2 Name:

3 Date of Birth:

4 Nationality:

5 Key Expertise:

6 Proposed Role/ Responsibilities:

7 Educational Qualifications (including Year of Completion):

8 No. of Years of Professional Experience:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Designation</th>
<th>Period starting from (dd/mm/yyyy)</th>
<th>Ending date (dd/mm/yyyy)</th>
<th>Duration of Experience (Years Months)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

9 TA Experience in TOURISM Projects

<table>
<thead>
<tr>
<th>Year of Completion</th>
<th>Project Name</th>
<th>Project Cost (Rs. Crores)</th>
<th>Project Components</th>
<th>Client</th>
<th>Role of Key Expert</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

10 TA Experience in Other than Tourism PPP Projects:

<table>
<thead>
<tr>
<th>Year of Completion</th>
<th>Project Name</th>
<th>Project Cost (Rs. Crores)</th>
<th>Client</th>
<th>Role of Key Expert</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Certification:

1. I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.

2. I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, my experience and me.

(Signature of the Key Expert /Authorized Signatory) Place..............

Note:

1. The Key personnel’s profile shall be restricted to above details only.

2. Use separate form for each Key Personnel
Format for FINANCIAL PROPOSAL  
[To be submitted Online Only]

Date:

To

The Managing Director,
Maharashtra Tourism Development Corporation,
4th Floor, Apeejay House,
Dinshaw Wachaw Road,
Near KC College, Churchgate,
Mumbai - 400020

Sir
Sub: Appointment of Consultant for “Project Development, Transaction Advisory and Implementation support under PPP Mode” for Tourism projects.

As a part of the Proposal for providing consultancy services for the subject Project, we hereby submit the following Professional Fees.

<table>
<thead>
<tr>
<th>Particulars</th>
<th>Price quoted(Rs.in Figs)</th>
<th>Price quoted(Rs.in words)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submitted Online</td>
<td>Submitted Online</td>
<td></td>
</tr>
</tbody>
</table>

1.0 We abide by the above quote, terms and conditions of the Tender Document, if MTDC selects us as the consultant for this particular project.

2.0 We understand that, in case any difference between the quoted amount in words and figures, the quote amount in words will be taken as final.

3.0 We agree that this offer shall remain valid for a period of one hundred and eighty (180 days) from the Proposal Due Date or such further period as may be mutually agreed upon.

4.0 It is understood that in case, if a project is not viable, the Profession fee payable is 10% of the Professional fee quoted above for that project, or INR 2.00 lakhs whichever is less.
5.0 We declare that we have read and understood the scope of work along with the team requirements. Our financial quote has been submitted with complete understanding of the same.

6.0 We abide by the above quote, terms and conditions of the Tender Document, if MTDC selects us as the Consultant for this particular project.

7.0 We agree that in case, a Consultant secures more than one Cluster, the Authority is at discretion to award one Cluster only and to negotiate with other Bidders in the descending hierarchy of total QCBS score.

8.0 We agree that the list is indicative. The Authority reserves the right to drop, add, replace any place in any Cluster as per its priorities.

9.0 We agree that the MTDC reserves the right to allot the projects to multiple agencies and is not bound by the offer of highest scoring Applicant/Bidder.

Yours faithfully,

(Signature of Authorised Signatory) (Name, Title, Address, Date)

Note: The financial proposal to be submitted strictly as per the above format. Non compliance to the above format shall disqualify the Applicant’s proposal