STUDY ON EMPLOYMENT LEVEL AND SKILL GAP ANALYSIS IN HOSPITALITY & ALLIED SECTORS.

REQUEST FOR PROPOSAL

[09/02/2018]
1.1 Introduction
Tourism industry provides employment to millions of people in India both directly and indirectly through its linkage with other sectors of the economy. Tourist flows to a destination depends to some extent upon the quality of available infrastructure as well as manpower. It is necessary to estimate the requirement of infrastructure / manpower in hospitality sector so that necessary steps can be taken to bridge the gap between demand and supply of manpower.

The Ministry of Tourism has decided to conduct a **STUDY ON EMPLOYMENT LEVEL AND SKILL GAP ANALYSIS IN HOSPITALITY & ALLIED SECTORS.** The Objective of the Study is to assess the current level of direct employment in the Hospitality & Allied Sectors and to assess the annual gap between the supply and demand of manpower over the next 7 years i.e. upto 2025.

Details of the proposed study are given in Section 2 – Terms of Reference.

The consultancy firm are invited to submit their proposals for undertaking the above assignment. A proposal for the assignment must include the following (each in a separate envelope and all 3 envelopes in a bigger envelope), as stated later in this document:

(i) Relevant documents in support of minimum eligibility conditions,
(ii) A Technical Proposal and

(iii) A Financial Proposal

Proposals without supporting documents and those which are not in format or separately sealed are liable to be rejected.

Ministry of Tourism will provide the inputs as necessary, and make available relevant information.

1.1.3 Please note that (i) the costs of preparing the proposal including a visit to the Client, are not reimbursable as a direct cost of the assignment; and (ii) Ministry of Tourism is not bound to accept any of the proposals submitted.

1.1.4 The Consultancy firm are required to provide professional, objective, and impartial advice and at all times hold Ministry of Tourism's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests.

1.1.5 Consultancy firm must observe the highest standards of ethics during the selection and execution of such contracts. Ministry of
Tourism may reject a proposal at any stage if it is found that the firm recommended for award has indulged in corrupt or fraudulent activities in competing for the contract in question, and may also declare a firm ineligible, either indefinitely or for a stated period of time, if at any time it is found that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

1.2 Pre Bid Conference

A Pre-bid conference will be held on 16/02/2018 at 11.00 AM at Ministry of Tourism in the chamber of Economic Advisor (Tourism), Room No. 6, C- 1 Hutments, Dara Shikoh Road, New Delhi.

1.3 Clarification and Amendment of RFP Document

Consultancy firm may request a clarification on any aspect of the RFP document before the proposal submission date. At any time before the submission of proposals, Ministry of Tourism may, for any reason, whether at its own initiative or in response to a communication from any firm, issue a clarification or amend the RFP. These amendments/clarifications will be placed on the website of the Ministry of Tourism along with the RFP.
1.4 Preparation of Proposal

Consultancy firm are requested to submit relevant documents in support of Minimum Eligibility Conditions, a Technical proposal and a Financial Proposal as specified in the RFP.

(a) Minimum Eligibility Criteria

1. The Consultancy firm should be an entity registered under the Companies Act, 1956 or Society’s Act. or Limited Liability Partnership (LLP) Act. **Consortium of firm is not allowed.** Registration certificate of the firm shall be considered as supporting document in this regard.

2. The consultancy firm should have an annual Gross Turnover of not less than Rs. 5 crore during each of the last three years, i.e., 2014-15, 2015-16 and 2016-17. The Firm will be required to submit a certificate from an auditor / chartered accountant authenticating that the turnover is through consultancy business for each of the 3 years.

3. The Consultancy Firm should be in existence for the last 5 years i.e. 2013-14 to 2017-18 and have a minimum of 1 completed assignment (value of services not less than 50 lakh) in the field of surveys / studies during the preceding 5 years. Each assignment should be an independent one and not a part of another assignment. Completion Certificate / sanction of final release along with work order / final invoice along with proof of payment shall be considered as supporting in this regard.
4. The exact information on various eligibility criteria as mentioned may be furnished in a separate sealed cover with supporting documents. The technical proposals of only those consultancy firms will be evaluated who meet the minimum eligibility criteria.

(b) Technical Proposal

1. The Consultancy firms are expected to provide the Technical Proposal as specified in the RFP. Material deficiencies in providing the information requested may result in rejection of a proposal.

2. While preparing the Technical Proposal, Consultancy firm must give particular attention to the following:

   (i) It is desirable that the majority of the key professional staff proposed is permanent employees of the firm or have an extended and stable working relationship with it. Names of only those to be actively involved with the project should be given.

   (ii) Proposed professional staff must, at a minimum, have the experience indicated below:

3. Qualifications for Professional Staff

   The minimum required experience of proposed professional staff is:
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Title</th>
<th>Expertise required</th>
<th>Number of years of Professional Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Project Manager*</td>
<td>Post Graduate in Statistics/ Economics/ Management/ Information Technology with experience in overall co-ordination of the tasks, liaison with clients, providing advice and guidance to various teams, etc.</td>
<td>10 years</td>
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<tr>
<td>B</td>
<td>Technical Staff</td>
<td>(a) Survey Statistician*</td>
<td>5 years</td>
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<td></td>
<td></td>
<td>(b) Information Technology Specialist</td>
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<td></td>
<td></td>
<td>Post Graduate in Statistics with experience in designing of questionnaire finalization of methodology and analysis of data gathered etc., Experience of designing tourism sector surveys/similar studies is desirable.</td>
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<td></td>
<td></td>
<td>Experience in designing of software for Database Management and Data Processing</td>
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</tr>
<tr>
<td>C</td>
<td>Support Staffs</td>
<td>Experience in research studies, report preparation etc.</td>
<td>3 years</td>
</tr>
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</table>
*Services of these experts/ professionals should be available for full duration of the project. Identification of a part time expert/ professional will have adverse impact on suitability of technical proposal. These expert/ professionals should be always available during the meetings in Ministry of Tourism.

4. The Technical Proposal shall provide the following information using the formats given in attached Standard Forms (Section 3):

(i) A brief description of the firm’s organization and an outline of recent experience on assignments (Section 3B) of a similar nature.

(ii) Any comments or suggestions on the Terms of Reference (Section 3C).

(iii) A description of the methodology and work plan for performing the assignment (Section 3D).

(iv) A list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member (Section 3E).

(v) CVs of proposed professional staff, duly signed recently, and the authorized representative submitting the proposal (Section 3F).
(vi) Activity scheduling giving details of commencement and completion of different activities (Section 3G).

5. The Technical Proposal shall not include any financial information.

(c) Financial Proposal

In preparing the Financial Proposal, Consultancy firm are expected to take into account the requirements and conditions outlined in the RFP document. The Financial Proposal should be firm and give appropriate breakups of costs for different activities and also total cost exclusive of taxes.

The Financial Proposal should clearly estimate, as a separate amount, the taxes and other charges imposed under the applicable law.

The Financial Proposal should be valid for at least 90 days from the last date of submission of proposals.

(d) Submission, Receipt, and Opening of Proposals

1. The original proposal (Minimum Eligibility Criteria, Technical Proposal and Financial Proposal) shall be prepared in indelible
ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be authenticated by the persons or person who sign(s) the proposals.

2. An authorized representative of the firm should authenticate all pages of the proposal.

3. The Minimum Eligibility Criteria shall be placed in a sealed cover clearly marked ‘Minimum Eligibility Criteria for (name of assignment)’

4. The Technical Proposal shall be placed in a sealed envelope clearly marked ‘Technical Proposal for (name of assignment)’

5. The Financial Proposal shall be placed in a sealed envelope clearly marked ‘Financial Proposal for (name of assignment)’

6. All three envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be super scribed ‘Proposal for (name of assignment)’

5. The completed Minimum Eligibility Criteria, Technical and Financial Proposals must be submitted not later than 11:00 hours on 28/02/2018 to

Smt. Mini Prasannakumar, Director,

Market Research Division, Ministry of Tourism,
C-1 Hutments, Darashikoh Road, New Delhi-110011

6. Ministry of Tourism may, at its discretion, extend the deadline for the submission of proposals. Any proposal received after the closing time for submission of proposals shall be returned unopened. The Minimum Eligibility Criteria Document will be opened first on 28/02/2018 at 11:30 in Room No. 11, C-1 Hutments, Dara Shikoh Road, New Delhi-110011 in the presence of representatives of applicant firm, which choose to be present.
7. Technical Proposals of only those meeting the minimum eligibility criteria shall be opened/ evaluated. Consultancy firm may be required to make a presentation on their technical proposal before the Consultancy Evaluation Committee. A date for such a presentation will be intimated separately. The Financial Proposals shall remain sealed and will be opened in respect of the firm, which qualify in the Technical evaluation.

8. The Ministry of Tourism may reject any proposal without assigning any reason.

1.5 Proposal Evaluation

(a) General

From the time the bids are opened to the time the contract is awarded, if any consultancy firm wishes to contact Ministry of Tourism on any matter related to its proposal, it should do so in writing. Any effort by the firm to influence proposal evaluation, proposal comparison or contract award decisions of Ministry of Tourism may result in the rejection of the consultancy firm’s proposal.

The Ministry of Tourism will select a Consultancy firm from those which submit proposals in accordance with the Combined Quality cum Cost Based System (CQCCBS).
(b) **Evaluation of Technical Proposals**

The proposals would be evaluated on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and according to the point system specified hereunder:

(I) **Experience of the firm**

<table>
<thead>
<tr>
<th>(a)</th>
<th>Experience in Designing and Conducting Large Surveys/studies in tourism sector (2.5 marks shall be awarded for each of the completed surveys/studies in last 5 financial years each costing not less than Rs.50.00 lakhs). (up to maximum of 5 marks).</th>
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</table>

<table>
<thead>
<tr>
<th>(b)</th>
<th>Experience in Designing and Conducting Large Surveys/studies in sectors other than tourism sector (2 marks shall be awarded for each of the completed surveys/studies in last 5 financial years each costing not less than Rs.50.00 lakhs). (up to maximum of 4 marks).</th>
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</table>

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<tr>
<th>(c)</th>
<th>Operational Network/field presence (1 mark for presence in each region* North, Central, East, West, South and North East) (up to maximum of 6 marks)</th>
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<td>6</td>
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</table>

<table>
<thead>
<tr>
<th>(d)</th>
<th>Availability of in-house data collection, processing and database management capability.</th>
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<td>5</td>
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</tbody>
</table>

Region (**NORTH**: J&K, H.P. Punjab, Haryana, Chandigarh, Delhi, Uttarakhand **CENTRAL**: Uttar Pradesh, Madhya Pradesh, Chhattisgarh, **EAST**: Odisha, Jharkhand, West Bengal **WEST**: Rajasthan, Gujarat, Goa, Daman & Diu **SOUTH**: Andhra Pradesh, Telangana, Tamil Nadu, Kerala, Karnataka, Tamil Nadu, Puducherry, A& N Islands, Lakshadweep **NORTH EAST**: Sikkim, Assam, Arunachal Pradesh, Meghalaya, Manipur, Tripura, Mizoram, Nagaland)
(II) Understanding of TOR and Methodology

<table>
<thead>
<tr>
<th></th>
<th>Understanding of TOR</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Understanding of TOR</td>
<td>10</td>
</tr>
<tr>
<td>(b)</td>
<td>Details of methodology such as sampling technique to be used, selection of sample, estimation procedure, data processing, etc.</td>
<td>40</td>
</tr>
</tbody>
</table>

(III) Qualifications and competence of the key staff for the Assignment

<table>
<thead>
<tr>
<th></th>
<th>Project Manager {2 mark for every additional year of experience above the minimum required experience of 10 years} (up to maximum of 10 marks).</th>
<th>10</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Project Manager {2 mark for every additional year of experience above the minimum required experience of 10 years} (up to maximum of 10 marks).</td>
<td>10</td>
</tr>
<tr>
<td>(b)</td>
<td>Technical staff (for both categories of the technical staff) {2 mark for every additional year of experience above the minimum required experience of 5 years} (up to maximum of 8 marks).</td>
<td>16</td>
</tr>
<tr>
<td>(c)</td>
<td>Support Staff {2 marks for every additional year of experience above the minimum required experience of 3 years} (up to maximum of 4 marks).</td>
<td>4</td>
</tr>
</tbody>
</table>

Total Points 100

Technical bids of only those Consultancy firm will be opened who fulfill the minimum eligibility criteria.

A minimum score of 60% in each of the criteria mentioned at I, II and III is required for qualifying in the technical bid. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated.
(c) Evaluation of Financial Proposals

After the evaluation of Minimum Eligibility Criteria and quality is completed, Ministry of Tourism shall notify those consultancy firms whose proposals did not meet either the Minimum Eligibility Criteria or minimum qualifying marks or were considered non-responsive to the RFP and Terms of Reference, indicating that their Technical / Financial Proposals will be returned unopened after completing the selection process.

The Ministry of Tourism will determine whether the Financial Proposals are complete, and correct any computational errors, if any.

The lowest Financial Price \( (F_m) \) will be given a financial score \( (S_f) \) of 100 points. The financial scores \( (S_f) \) of the other Financial Proposals will be computed as follows:

\[
S_f = 100 \times \frac{F_m}{F}, \text{ in which } S_f \text{ is the financial score, } F_m \text{ is the lowest price and } F \text{ the price of the proposal under consideration.}
\]

(d) Ranking
Proposals will be ranked according to their combined technical ($S_T$) and financial ($S_F$) scores, giving **70% weight to the Technical Score and 30% weight to the Financial Score.**

**(e) Elaborative Example:**

Suppose there are three firm and their technical scores are as follows:

<table>
<thead>
<tr>
<th>Name of the Firm</th>
<th>Technical Score (Maximum Marks-100)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm A</td>
<td>80</td>
</tr>
<tr>
<td>Firm B</td>
<td>95</td>
</tr>
<tr>
<td>Firm C</td>
<td>90</td>
</tr>
</tbody>
</table>

The Financial Bids of the firm are as follows:

<table>
<thead>
<tr>
<th>Name of the Firm</th>
<th>Financial Bid (in Rs. Lakhs)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Firm A</td>
<td>10 = Minimum = Fm</td>
</tr>
<tr>
<td>Firm B</td>
<td>15 = Fb</td>
</tr>
<tr>
<td>Firm C</td>
<td>20 = Fc</td>
</tr>
</tbody>
</table>
The Technical, Financial and Combined Scores of the firm in this case would be as follows:

<table>
<thead>
<tr>
<th>Firm</th>
<th>Technical Score</th>
<th>Financial Score</th>
<th>Combined Score</th>
<th>Rank</th>
</tr>
</thead>
<tbody>
<tr>
<td>MM. 100</td>
<td>Equivalent Score of 70</td>
<td>MM. 100 Equivalent Score of 30</td>
<td>= (b) + (d)</td>
<td></td>
</tr>
<tr>
<td>Firm A</td>
<td>80</td>
<td>56.0</td>
<td>100</td>
<td>30</td>
</tr>
<tr>
<td>Firm B</td>
<td>95</td>
<td>66.5</td>
<td>Fm/Fb * 100</td>
<td>20</td>
</tr>
<tr>
<td>Firm C</td>
<td>90</td>
<td>63.0</td>
<td>Fm/Fc * 100</td>
<td>15</td>
</tr>
</tbody>
</table>

1.5 Period of Study

The duration of the assignment would be ten months from the date of acceptance of the Inception Report. Time schedule of various activities will be as follows:-
<table>
<thead>
<tr>
<th>Activity</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a) Submission of Inception Report, including draft schedule and</td>
<td>15 days from date of issue of work order</td>
</tr>
<tr>
<td>methodology by the consultancy firm</td>
<td></td>
</tr>
<tr>
<td>(b) Comments on the Inception Report by Ministry of Tourism</td>
<td>15 days</td>
</tr>
<tr>
<td>(c) Completion of field work</td>
<td>8 months from date of acceptance of Inception Report</td>
</tr>
<tr>
<td>(d) Processing of data and submission of draft report</td>
<td>2 months from completion of field work</td>
</tr>
</tbody>
</table>

### 1.6 Deliverables

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Deliverables</th>
<th>Number of Copies</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Inception Report</td>
<td>5</td>
</tr>
<tr>
<td>2</td>
<td>Draft Report</td>
<td>5</td>
</tr>
<tr>
<td>3</td>
<td>Final Report</td>
<td>10 Hard Copies and 10 CDs (8 in English and 2 in Hindi) containing soft copy of</td>
</tr>
<tr>
<td></td>
<td></td>
<td>the report in word and pdf formats</td>
</tr>
</tbody>
</table>

**SECTION 2A:**
2.1 TERMS OF REFERENCE: The Terms of Reference (TOR) of the Study are as follows:

SCOPE OF WORK:

A. The key deliverables of this study are as follows:

- Database of Hospitality Establishments
- Database of Hospitality Training Institutes
- Current levels of manpower employed
- Level of self-employment in the Hospitality & allied Sectors
- (Annual) Demand / Workforce requirement (taking into consideration trend, attrition and retirements). *(Present and Future)*
(Annual) Supply of manpower (as per the existing/ already planned human resource development infrastructure and supply side attrition). **(Present and Future levels both)**

- Assessment of gap between the annual requirement and the annual availability of the trained persons on the basis of the demand – supply position. **(Present and Future levels both)**

- Assessment of investment required to bridge the skill gap in each of the subsector

- Assessment of Hotel rooms and their future requirement.

Every deliverable would be assessed for each sub-sector separately with its de-segregation into **functional domain x level of operation x level of training**

Requirements / inputs to assess the key deliverables are spelt out at methodology (SECTION 2 B).

**B. Other aspects to be assessed**

- Type of skills required by the Industry
Average remuneration at different levels

The reason for attractiveness amongst students / employees towards different sub sectors of Hospitality and allied sectors.

Assessment of tariff profile of Hotels in India (city - wise, covering different tariff slabs (in particular above Rs. 7500/-))

Numbers of Hotels / Hotel Rooms added in the last 4 years 2014 onwards

Any other important relevant aspects related to policy formulation

C. Coverage

Sub sectors / Categories of hospitality establishments to be covered:

1. Accommodation units & Restaurant
   
   a. Classified

   ▪ Heritage / Legacy Hotels
- 5-Star & 5-Star Deluxe

- 4-Star Hotels

- 1, 2 & 3 Star Hotels

- Guest Houses

- Bed & Breakfast units

- Time Share Resorts

b. Unclassified

- Guest Houses and Motels

- Bed & Breakfast units/ Homestay units

- Youth Hostels

- Cruise

- Floating accommodations like houseboats
- Others (such as Dharamshalas, Monasteries, Gurudwaras, etc.)

c. Restaurants of different types

- Classified restaurants (by Ministry of Tourism)

- Stand-alone restaurants/ Sweet shops having a seating capacity of 10 or more

- Fast food units having a seating capacity of 10 or more

- Motels / Restaurants on the highways (like Dhabas)

2. Wellness units catering primarily to tourists;

3. Medical units catering primarily to foreign tourists;

4. Tour operators and travel agencies
   
   a. Domestic

   b. Inbound

   c. Adventure
d. Medical

e. Tourist Transport Operators

f. Others

5. e-portals relating to tourism

a. Hotels

b. Travel

c. Food

6. Mobile catering units (such as railways and airlines)

7. Outdoor Banqueting

**Functional domains:**

I. Accommodation units & Restaurant and Medical & Wellness units:

   a. Hospitality administration
b. Food production

c. Food & beverages services

d. Front office operation

e. Housekeeping

f. Accommodation operations

g. Bakery & Confectionery

h. Dietetics & Hospital Food Service

i. Others (like security, laundry, etc.)

   i. Regular

   ii. Outsourced

II. Tour Operators and travel agencies:

   a. Tourism administration
b. Travel

c. Leisure

d. International Tourism Business

e. Tourism Services

f. Catering

g. Cargo

h. Others (like security, laundry, etc.)

   i. Regular

   ii. Outsourced

III. For other sub sectors:

   a. Sub sector specific

   b. Others (like security, laundry, etc.)
i. Regular

ii. Outsourced

Level of operation:

I. Managerial (i.e. the level of supervisor or above)

II. Non-Managerial

Level of training:

I. Formally trained

a) Degree

b) Diploma

II. Semi Trained (certification courses (separate assessment for ‘Hunar Se rozgar Tak’ trainees would be required))

III. Untrained
D. City Coverage:

The primary field survey would be covered in following cities important from tourism point of view:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Region</th>
<th>Cities</th>
</tr>
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<tbody>
<tr>
<td>North</td>
<td>1. Delhi</td>
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<td></td>
<td>2. Gurgaon</td>
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<td>3. Noida</td>
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<td>4. Chandigarh</td>
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<td>5. Amritsar</td>
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<td>6. Srinagar</td>
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<td>7. Leh</td>
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<td>8. Jammu</td>
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<td>9. Shimla</td>
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<td>10. Manali</td>
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<td>11. Dehradun &amp; Mussoorie</td>
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<td>12. Nainital</td>
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<tr>
<td>Central</td>
<td>13. Agra</td>
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<td>14. Lucknow</td>
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<td>15. Varanasi &amp; Sarnath</td>
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<td>16. Haridwar &amp; Rishikesh</td>
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<td>17. Bhopal</td>
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<td>18. Gwalior</td>
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<td>19. Ujjain</td>
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<td>20. Khajuraho</td>
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<td>21. Raipur</td>
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<td>East</td>
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<td>25. Bhubaneswar</td>
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<td>27. Kolkata</td>
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<td>28. Darjeeling</td>
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<td>West</td>
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<td>North East</td>
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<td>63. Dimapur</td>
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<td>64. Tawang</td>
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</table>

5. **Sample Size**: For assessment of statistics which are to be estimated on the basis of surveys as specified in estimation procedure.
<table>
<thead>
<tr>
<th>S.No.</th>
<th>Sub Sector</th>
<th>Sample</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Accommodation units</td>
<td>8000</td>
</tr>
<tr>
<td>ii.</td>
<td>Restaurants of different types</td>
<td>10000</td>
</tr>
<tr>
<td>iii.</td>
<td>Wellness units catering primarily to tourists;</td>
<td>200</td>
</tr>
<tr>
<td>iv.</td>
<td>Medical units catering primarily to foreign tourists;</td>
<td>500</td>
</tr>
<tr>
<td>v.</td>
<td>Tour operators and travel agencies</td>
<td>2000</td>
</tr>
<tr>
<td>vi.</td>
<td>Outdoor Banqueting units</td>
<td>200</td>
</tr>
<tr>
<td>vii.</td>
<td>e-portals relating to tourism</td>
<td>30</td>
</tr>
<tr>
<td>viii.</td>
<td>Mobile catering units (such as railways and airlines)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Only major ones like IRCTC, Taj SATS, etc.</td>
<td></td>
</tr>
<tr>
<td>ix.</td>
<td>Hospitality Institutes like Central and State IHMs, FCIs, IITMts, Pvt Institutes affiliated to NCHMCT and Central Universities offering tourism &amp; hospitality courses (may be located in cities other than those specified in section D)</td>
<td>100</td>
</tr>
</tbody>
</table>

The bifurcation of sample size among different cities and different sub categories of the sub sector would be in proportion to their numbers assessed through secondary records and physical scans for database preparation.
Estimation Procedure (Present Levels)

A. **Estimation of (annual) Work Force Requirement in a particular category of tourism establishment (Demand by establishments)**

The inputs for computing the workforce requirement in a particular category of establishment:

1. Number of establishments in each region (of State / UT) under specified categories for the reference year. Number may be ascertained by counting of units from published sources – Yellow pages, trade directories & government records like classification records, registrations, economic census records and also physical scans.

2. Annual Number of domestic and foreign visitors in the States / UTs availing facilities of a particular category of establishment, annually: To be ascertained from survey of hospitality establishments.

   a) Categories of establishments to be divided into different classes depending upon their capacity.

   b) Average number of domestic and foreign visitors provided facilities / services in a particular category of establishment – for each class with a month – wise break – up.

3. Employment pattern: To be ascertained from sample survey of
hospitality establishments by taking into account the following:

- Intensity of persons employed (for e.g. per 10 hotel rooms / per 10 restaurants seats/ per 10 visitors attended etc.)

- Estimates of annual manpower hired
  - Annual recruitment due to business growth
  - Annual recruitment due to attrition (due to shift for jobs in other sectors or higher studies)
  - Annual recruitment due to retirement
  - Teachers / trainers intensity

Based on the above information, estimation of manpower employed under different categories of accommodation units (of different sizes) would be done. During the survey, adequate sample size from different categories of accommodation units should be maintained. The categories of accommodation units should also be stratified according to size and estimation of manpower deployed should be done separately for different strata.

4. Assessment of the number of teacher/ trainers required in the institutes related to hospitality and tourism sector (trainer intensity per student), to be ascertained from survey of Training Institutes.
Procedure:

For the $i^{th}$ category of establishment in the sample, wherever applicable, let:

$xi_{FO}$ ------- (annual) manpower hired in front office

$xi_{FBK}$ ------- (annual) manpower hired in F & B Kitchen

$xi_{FBS}$ ------- (annual) manpower hired in F & B Service

$xi_{HK}$ ------- (annual) manpower hired in Housekeeping

$xi_{OSC}$ ------- (annual) manpower hired in other specific categories (Relevant to Travel & Trade units and medical & wellness units, primarily catering to tourists)
ri ------------ number of rooms in the sample

Ri ------------ estimated number of rooms in the universe

si ------------ number of seats in the sample

Si ------------ estimated number of seats in the universe

ni ----------- (annual) number of visitors attended by establishments (other than accommodation units and restaurants) in the sample

Ni ----------- estimated number of (annual) visitors attended by establishments (other than accommodation units and restaurants) in the universe

Note:
1. Rooms to be ascertained for Classified Hotels and Unclassified Hotels & other accommodation units
2. Seats to be ascertained for Restaurants of different types, including dhabas

I. Estimation of number of units in different categories of establishments:

The different categories of establishments should be further stratified according to the size of the establishments to enable separate estimation for different sizes. The strata / size may be defined according to the need of the State / UT.

1. Number of Classified Hotels and rooms: To be ascertained from administrative records

2. Estimation of number of accommodation units other than classified and their rooms:

   Estimate 1: Number of units from Municipal Corporation/ Economic Census = Z

   Estimate 2: Number of units in the trade directory = Y

   Estimate 3: Number of units in the selected scanned pockets in a city on the basis of physical scanning = x

   Let number of units in the trade directory in the selected scanned pockets in a city = y
Estimated Total number of units in a city = \( \frac{x}{y} \times Y = X \), say

Note: The maximum figure from the 3 estimates (X, Y, Z) to be taken = X’ say

Note: Separate estimation should be carried out for 3 types of areas:

*High Density, Moderate Density and Low Density*

All pockets falling in the High Density should be covered. Suitable proportion (50%) of pockets falling in Moderate and (25%) low Density category should be covered.

These 3 estimates can be clubbed to get an idea of number of units at each city

**Estimated number of rooms in \( i^{th} \) category = \( R_i = \left( \frac{X'}{x} \right) \times r_i :: Input 1 for AHRR (EXISTING SUPPLY) **

c) Estimations of units in different categories of establishments (other than accommodation units and motels/restaurants on the highways)

Estimate 1: Number of units from Municipal Corporation/ Economic Census/ travel & trade association of India & tour operator association/Ministry of Health & Family Welfare and directorate of health services = Z

Estimate 2: Number of units in the trade directory = Y

Estimate 3: Number of units in the selected scanned pockets
in a city on the basis of physical scanning = x

Let number of units in the trade directory in the selected scanned pockets in a city = y

Estimated Total number of units in a city = \((x/y)\times Y = X\), say

Note: The maximum figure from the 3 estimates \((X, Y, Z)\) to be taken = \(X'\) say

Note: Separate estimation should be carried out for 3 types of areas:

- **High Density, Moderate Density and Low Density**

  All pockets falling in the High Density should be covered. Suitable proportion (50%) of pockets falling in Moderate and (25%) low Density category should be covered.

  These 3 estimates can be clubbed to get an idea of number of units at each city

**d) Estimation of total motels/ restaurants on the highways**

Number of units per 100 km = n

Units per km = \(n/100\)
Total length of highways in a zone = $H$

Total Units in a zone = $n/100 \times H = N$, say

Estimated number of seats = $S_i = (N/n) \times s_i$

II. Estimation of (annual) manpower hired

a) Estimation of (annual) manpower hired for Hotels

$$M_i = \left[ (x_i^{FO} + x_i^{FBK} + x_i^{FBS} + x_i^{HK} + x_i^{OSC}) \right] \times \frac{R_i}{r_i}$$

Similarly, the same estimation procedure may be used for different categories of accommodations

b) Estimation of (annual) manpower hired by Restaurants of different types

$$M_i = \left[ (x_i^{FBK} + x_i^{FBS} + x_i^{OSC}) \right] \times \frac{S_i}{s_i}$$

c) Estimation of (annual) manpower hired by Travel & Trade and Medical & Wellness units
\[ M_i = \left( x_i^{OSC} \right) \times N_i/n_i, \]

d) Annual Attrition

Annual Attrition at present levels may be ascertained by taking into account both retirements as well as that manpower which leaves job for other sectors / higher studies

e) Estimated number of trainers required

For each category of establishment, number of trainers required to train the required manpower also needs to be ascertained. This can be done on the basis of requirement of trained manpower in each category and the trainer / student ratio.

f) Total manpower requirement can thus be obtained by summing (annual) manpower hired over all categories of establishment units taking into account requirement arising due to attrition and requirement of trainers.

B. Estimation of likely availability of (annual) manpower in a particular stream: (Supply by Institutes)

Inputs for computing manpower supply:
The estimation of likely (annual) supply of manpower can be ascertained from the sample survey of training institute. The estimation should take into account the following:

- (annual) Manpower supply as per existing infrastructure
- (annual) Attrition among students due to higher studies
- (annual) Attrition among students due to employment in other sectors

**Procedure:**

**a. Hospitality Institutes**

All State / Central Institutes of Hotel Management and Food Craft Institutes should be covered while in case of private institutes, a sample survey will be done on selected institutes.

First a frame of should be prepared. Details like size / type
(stream) of the training institute may be ascertained from travel/
Trade directories/ snowballing method. Taking into
consideration their size (annual seats available) and type the
frame may be divided into strata. Selection of private institutes
must be representative depending upon probability proportional
to size of the stratum.

Total number of Private Institutes in $i^{th}$ strata = $P_i$

Total (annual) manpower supplied by IHMs and FCIs = $A$

(annual) Manpower supplied by the private institutes of the $i^{th}$
strata in the sample = $m$

Number of private institutes of $i^{th}$ strata in the sample = $p_i$

Estimated (annual) manpower supplied by private institutes =
$M_i = m_i \times (P_i / p_i)$

Estimated (annual) number of manpower supplied in the
universe = $A + \text{Summation } (M_i)$

b. Travel & Trade Institutes

The same estimation procedure has been used for travel & trade
institute

Estimation Procedure (Future Levels)

A. **Estimation of (annual) Work Force Requirement (Demand by
establishments)**
1. Annual recruitment due to business growth

(Annual) Tourist traffic for the future reference years may be projected based on the CAGR (of recent years) observed in the record based number of visitors (domestic & foreign) availing facilities / services of a particular category of establishment.

The (annual) work force requirement in different categories of establishment may be estimated as follows:

a. The number of **Hotel rooms** required in the future reference years may be estimated as follows:-

   i. Expected No. of visitors requiring accommodation per annum × Average room nights per visitor during the year = No. of room nights required/ annum
   
   ii. No. of room night required per annum/ No. of persons in a room/365 = Average No. of rooms required per day = $Rf_i :: Input 2$

   for **AHRR (FUTURE DEMAND)**

   It is assumed that in each category, the manpower required per 10 rooms in future years would be the same as today.

b. For forecasting the number of **restaurants** (and inter alia seats) the CAGR (of recent years) observed in the population of the district may be made use of. It is assumed that in each category, the manpower required per 10 seats in future years would be the same as today.
c. For forecasting the number of road side Dhabas & Motels, the planned increase in National and State Highways slated for future years & the numbers of road side Dhabas/Motels (seats/rooms) per 100 km. of highways may be made use of. Again it is assumed that the manpower required in each category per 10 rooms/seats would be the same as today.

d. In case of Travel & Tour units/ Medical & Wellness units if the planned increase slated for future years is available, then the same may be utilized, otherwise touristic growth observed in recent years should be utilized.

It is assumed that in different category, the manpower required per 10 tourists under these establishments would remain the same as observed today.

2. An additional requirement (say R') in each of the 4 categories mentioned above should also be ascertained to take into account the attrition amongst employees due to retirement, for other sector employment or higher studies. It may be assumed that the attrition would continue at the existing levels.

3. The total manpower requirement in future years can thus, be estimated by adding up the aforesaid mentioned components.
B. **Estimation of likely (annual) supply of manpower:**

The manpower supply in the future reference years may be estimated by taking into the following:

a. Existing annual supply

b. Increase in Annual supply due to planned augmentation in Infrastructure of training institutes.

c. It may be assumed that the supply side attrition, due to students leaving for higher studies/employment in other sectors would continue at the existing levels.

**Estimated Gap in availability of manpower:**

The estimated gap in availability of trained manpower can be at by subtracting manpower supply (i.e. availability) from manpower demands (i.e. requirement).

On the basis of the estimated gap, efforts may be made to fill the gap by taking measures like opening of more training institutes, undertaking short term training programmes, etc.

**Estimated Additional Hotel Room Requirement:**
The Estimated Additional Hotel Room Requirement in \( i^{th} \) category for a future reference year = \( R_{fi} - R_i \)

(i.e. Future demand as obtained from Input 2 for AHHR – Existing supply as obtained from Input 1 for AHHR)

In cases where \( R_{fi} \)

****

SECTION 3: TECHNICAL PROPOSAL

3A. Technical Proposal Submission Form

3B. Firm's references

3C. Comments and suggestions of consultancy firms on the Terms of Reference
3D. Description of the methodology and work plan for performing the assignment

3E. Team composition and task assignments

3F. Format of curriculum vitae (CV) for proposed professional staff

3G. Activity (work) schedule

3H. Other documents
3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From:

[Name of the Firm]

To:
Subject: Consultancy Services for “Study -------------------------------”.

Madam,

We, the undersigned, offer to provide the consultancy services for the “Study-------------------------------” in accordance with your Request for Proposal dated [Date]. We hereby submit our Proposal, which includes a Technical Proposal, and a Financial Proposal.
We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Signature:

Name & Designation of the authorized Signatory:

Name of Firm:

Address:

3B. FIRM'S REFERENCES

Relevant Services Carried Out in the Last Five Years

that best illustrate Qualifications and the Assignment
Using the format below, provide information on each reference assignment

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Country:</th>
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<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff Provided by Your Firm/entity (profiles):</td>
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<tr>
<td>Name of Client:</td>
<td>No. of Staff:</td>
</tr>
<tr>
<td>Address:</td>
<td>No. of Staff-Months; duration of assignment:</td>
</tr>
<tr>
<td>Start Date (Month/Year):</td>
<td>Completion Date (Month/Year):</td>
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<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed</td>
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</tr>
<tr>
<td>Narrative Description of Project:</td>
<td></td>
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<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
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</tbody>
</table>

3C. COMMENTS AND SUGGESTIONS OF Consultancy firms ON THE TERMS OF REFERENCE
3D. DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Please provide the following details:
i) Approach to be followed for different items of Scope of Work

ii) Type and sources of primary/secondary data

iii) Conduct/Control of Field Operations in different locations

iv) Data Analysis, Quality control measures

v) Work Plan

vi) Deliverables with the Time Frame

vii) Any other methodological or other details which the Agency considers imperative for any technical aspect of the assignment

Note: The above guidelines are indicative and may be broadened if required by covering additional points.

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS
1. Technical/Managerial Staff

<table>
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<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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</table>

2. Support Staff

<table>
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<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
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3F. 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: _________________________

Detailed Tasks Assigned: _____________________________________

Key Qualifications:

[Give an outline of staff member's experience and training most pertinent to tasks on assignment. Use about half a page.]

___________________________________________________________
Education:

[Summarize college/university and other specialized education of staff member, Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held in the last 10 years giving types of activities performed and client references, where appropriate. Use about one page.]

Languages:
For each language indicate proficiency: excellent, good, fair, or poor in speaking, reading, and writing.

___________________________________________________
___________________________________________________
___________________________________________________

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe 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:____________________________________
3G. ACTIVITY (WORK) SCHEDULE

Please provide clearly the activity schedule for all the activities/sub-activities of the assignment. To be as per Section 1.5 and 1.6 of the RFP.

SECTION 4: FINANCIAL PROPOSAL

1. Financial Proposal submission form

2. Breakup of Cost

3. Total (exclusive of taxes)

4. Tax component
To:
The Director
Market Research Division,
Ministry of Tourism,
C-1 Hutments, Darashikoh Road
New Delhi-110011

Madam,

We, the undersigned, offer to provide the consulting services for “---------------------------” in accordance with your Request for Proposal (RFP) dated [Date] and our
Technical Proposal. Our attached Financial Proposal is for the sum of [Amount(s) in words and figures]. This amount is exclusive of the taxes, which we have estimated at [Amount(s) in words and figures].

Our Financial Proposal shall be binding upon us upto the expiry of the validity period of the Proposal, i.e. [Date].

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Signature:

Name & Title of the Authorised Signatory:

Name of Firm:

Address:

SECTION 5: STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT
Consultancy firms’ Services

Lump-Sum
Contents

I. Form of Contract

II. General Conditions of Contract


2. Commencement, Completion, Modification and Termination of Contract

3. Obligations of the Consultancy firm
4. Consultancy firms’ Personnel and Sub-Consultancy firms

5. Obligations of Ministry of Tourism

6. Payments to the Consultancy firm

7. Fairness and Good Faith

8. Settlement of Disputes

9. Liquidated Damages

10. Conflict of Interest

11. Performance Security

12. Confidentiality

13. Taxes

14. Contract Price

15. Transfer the Contract

16. Consultancy firm’s entity

III. Appendices

Appendix A - Description of Services.

Appendix B - Reporting Requirements.

Appendix C – Total Cost of service.

Appendix D – Activities and Deliverables against each activity.

Appendix E - Schedule of Payment.

Appendix F – Model Bank Guarantee Format for performance security.

CONTRACT FOR Consultancy firmS’ SERVICES
Between

Ministry of Tourism

and

[Name of the Consultancy firm]
Dated: ______________

for

“NAME OF THE ASSIGNMENT.”

(On Non-judicial Stamp Paper)

I. FORM OF CONTRACT
This Contract is made at _________ (place) on the ________ day of the month and year) between__________, herein after called ‘consultancy firm’ which term shall include its successor, administrator and permitted assigns) of the First Part and the Ministry of Tourism, having its offices at Transport Bhawan, 1 Parliament Street, New Delhi, 110001 and C - 1 Hutments, Darashikoh Road, New Delhi, hereinafter called the Client/Employer which term shall include its successor, administrator and permitted assigns) of the Second Part.

WHEREAS

(a) The Consultancy firm, having represented to Ministry of Tourism that he has the required professional skills, personnel and technical resources, has offered to carry out the services in response to the Tender Notice called ‘Request for Proposal’ dated_________ issued by Ministry of Tourism ;

(b) Ministry of Tourism has accepted the Proposal dated ______________ submitted by the Consultancy firm to provide the services on the terms and conditions set forth in this Contract.
NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL CONVENANTS HEREIN CONTAINED, IT IS HEREBY AGREED between the Parties as follows:

1) The following Contract documents shall be deemed to form an integral part of this Contract:

a. Ministry of Tourism General Conditions of Contract;

b. The following Appendices:

   Appendix A - Description of Services/ Scope of Work

   Appendix B - Reporting Requirements

   Appendix C – Total cost of Services

   Appendix D – Activities and deliverables against each activity

   Appendix E – Schedule of payment.

   Appendix F – Model Bank Guarantee format for performance security.
2) The mutual rights and obligations of Ministry of Tourism and the Consultancy firm shall be as set forth in the Contract, in particular:

a. The SCOPE OF WORK will be as per Terms of Reference of Section 2 of the RFP.

b. The activities and the deliverables against each activity would be as per Section 1.5 and 1.6 of the RFP.

c. The Consultancy firms shall carry out and complete the Services within the time frame indicated in RFP in accordance with the provisions of the Contract;

d. The consideration or Contract Price shall be Rs. ___________ inclusive of all taxes.

e. Ministry of Tourism shall make payments to the Consultancy firm in accordance with the provisions of the Contract.

f. Detailed terms and conditions of the Contract are contained in the Contract Documents mentioned in Para 1 above. The same are to be read harmoniously

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.
Signed by -----

In presence of of [Ministry of Tourism]

(Witnesses)

(i)

(ii)

[Authorized Representative]

2. For and on behalf of [name of Consultancy firm]

In presence of

(Witnesses)

(i)

(ii)

[Authorized Representative]
II. GENERAL CONDITIONS OF CONTRACT

1.1 Definitions: Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

i. “Applicable Law” means the laws and any other instruments having the force of law in India.

ii. “Consultancy Monitoring Committee” (CMC) means a Committee constituted to monitor the progress of the assignment may make judgment giving reasons thereafter as to which shall be recorded in writing.

iii. “Consultancy firm” means any entity or person that may provide or provides the Services to the Ministry of Tourism under the Contract.

iv. “Contract” means the Contract signed by the Parties and all the Contract documents listed in its Clause 1 of the Contract.

v. “Data Sheet” means such part of the Instructions to Consultancy firms used to reflect assignment conditions.

vi. “Day” means calendar day.

vii. “Effective Date” means the date on which this Contract comes into force.

viii. “GCC” means these General Conditions of Contract.

ix. “Indian Currency” means Indian Rupees (INR).

x. “Instructions to Consultancy firms” (Section 1 of the RFP) means the document which provides Consultancy firms with all information needed to prepare their Proposals.

xi. “In writing” means communicated in written form with proof of receipt.

xii. “Liquidated Damages” herein- may be specified as “LD”.

xiii. “Local Currency” means Indian Rupees (INR).

xiv. “LOI” - means the Letter of Invitation being sent by Ministry of Tourism to the shortlisted Consultancy firms.

xv. “LOA” or equivalently Work Order means the Letter of Award issued by Ministry of Tourism conveying its acceptance of the proposal of the successful Consultancy firm.

xvi. “Member” means any of the entities which constitute registered joint venture/consortium/association; and “Members” means all
these entities.
xvii. “Party” means Ministry of Tourism or the Consultancy firm, as the case may be, and “Parties” means both of them.
xviii. “Personnel” means professionals and support staff provided by the Consultancy firms and assigned to perform the services or any part thereof; “Foreign Personnel” means such professionals and support staff who at the time of being so provided had their domicile outside the country; “Local Personnel” means such professionals and support staff who at the time of being so provided have their domicile inside the country;
xx. “RFP” means the Request for Proposal prepared by Ministry of Tourism for the selection of Consultancy firms.
xxi. “Services” means the work to be performed by the Consultancy firm pursuant to the Contract.
xxii. “Third Party” means any person or entity other than Ministry of Tourism, or the Consultancy firm.

1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between Ministry of Tourism and the Consultancy firm. The Consultancy firm, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them on his behalf. The Consultancy firm will be exclusively liable to pay remuneration and salary to his employees.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.
1.5 **Notices**

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered against acknowledgement to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to the addresses specified below.

The Director
Market Research Division
Ministry of Tourism
C – 1 Hutments
Darashikoh Road
New Delhi 110011

Consultancy firm:

_____________________
Attention:

_____________________
Address with Communication details:

_____________________

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below.
1.6 **Location:** The Services shall be performed at such locations as are specified in Terms of Reference here to and, where the locations of a particular task is not so specified, at such locations as the Ministry of Tourism may notify in writing.

1.7 **Authority of Leader:** Authorized representative of the Consultancy firm to act on their behalf in exercising the Consultancy firm’s rights and obligations towards Ministry of Tourism under this Contract, including without limitation the receiving of instructions and payments from Ministry of Tourism.

1.8 **Authorized Representatives:** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract or any amendment thereof by Ministry of Tourism or the Consultancy firm may be taken or executed by the officials specified below.
1.9 **Taxes and Duties:** The Consultancy firm shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the laws of India, applicable at the time of submission of the Proposal.

1.10 **Fraud and Corruption**

1.10.1 **Definitions:** It is Ministry of Tourism’s policy to require that Ministry of Tourism as well as Consultancy firm observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, Ministry of Tourism defines, for the purpose of this provision, the terms set forth as follows:
(i) “corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;

(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;

(iii) “collusive practices” means a scheme or arrangement between two or more Consultancy firms, with or without the knowledge of Ministry of Tourism, designed to establish prices at artificial, noncompetitive levels;

(iv) “coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.

1.10.2 Measures to be taken by Ministry of Tourism
a) Ministry of Tourism may terminate the Contract if it comes to know at any point of time that representatives of the Consultancy firm were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Consultancy firm having taken timely and appropriate action satisfactory to Ministry of Tourism to remedy the situation after receipt of Notice.

(b) Ministry of Tourism after issue of Show Cause Notice to Consultancy firm may also sanction against the firm, declaring the firm ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if it at any point of time comes to know that the firm has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any Ministry of Tourism-financed Contract.

1.10.3 Commissions and Fees

At the time of submission of its Proposal, the Consultancy firm shall disclose any commissions or fees that may have been paid or agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the Contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. Commencement, Completion, Modification and Termination of Contract
2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date of signing of the Contract.

2.2 Termination of contract for Failure to become effective: If the Consultancy firm does not furnish their acceptance of terms and conditions detailed in the work order, within 30 days after the date of the issue of LOA/Contract signed by the Parties whichever is earlier, the Ministry of Tourism shall declare the Contract to be void, and in the event of such a declaration Ministry of Tourism shall have claim for damage against the firm and shall also forfeit Earnest Money Deposit.

2.3 Commencement of Services: The Consultancy firm shall begin carrying out the Services immediately but not later than ten days from the Effective Date.

2.4 Completion of Contract: Unless terminated earlier pursuant to Clause 2.9 hereof, the Consultancy firm shall complete the entire work in 9 Months, which may be extended at the discretion of Ministry of Tourism. The time schedule for completion of work of Project Monitoring Unit will be decided and fixed by MoT after due consultation with the Consultancy firm.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.
2.6 **Modifications or Variations:**

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause 7.2 hereof, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.

(b) In cases of substantial modifications or variations, a supplementary Agreement between Ministry of Tourism and Consultancy firm is required.

2.7 **Force Majeure**

2.7.1 **Definition**

(a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as
reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

2.7.2 **No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all possible precautions, due care and all Measures, with the objective of carrying out the terms and conditions of this Contract.

2.7.3 **Measures to be taken:**
(a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultancy firm, upon instructions by Ministry of Tourism, shall either: (i) Demobilize or (ii) continue with the Services to the extent possible, in which case the Ministry of Tourism on being satisfied shall continue to pay proportionately to the Consultancy firm and on prorate basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause 8 hereunder.
2.8 **Suspension:** Ministry of Tourism may, by written notice of suspension to the Consultancy firm, suspend all payments to the Consultancy firm hereunder if the Consultancy firm fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Consultancy firm to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultancy firm of such notice of suspension.

2.9 **Termination**

2.9.1 **By Ministry of Tourism:** Ministry of Tourism may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause.

(a) If the Consultancy firm fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of issued by Ministry of Tourism, within thirty (30) days of receipt of such notice or within such further period as Ministry of Tourism may have subsequently approved in writing.

(b) If the Consultancy firm becomes (or, if the Consultancy firm consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this Contract) insolvent or goes into compulsory liquidation.

(c) If the Consultancy firm, in the judgment of Ministry of Tourism, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
(d) If the Consultancy firm submits to Ministry of Tourism a false statement which has a material effect on the rights, obligations or interests of Ministry of Tourism.

(e) If the Consultancy firm places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Ministry of Tourism.

(f) If the Consultancy firm fails to provide the quality services as envisaged under this Contract. The Consultancy Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Consultancy firm to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultancy firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(h) If Ministry of Tourism, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

In such an occurrence Ministry of Tourism shall give a not less than thirty (30) days’ written advance notice before terminating the Contract of Consultancy firms, and sixty (60) days’ in case of the event referred to in (g) and 100 (hundred) days in case it does not pay the Award amount as per Award against it passed by arbitration.
2.9.2 **By the Consultancy firm**: The Consultancy firm may terminate this Contract, by not less than thirty (30) days’ written notice to Ministry of Tourism, in case of the occurrence of any of the events specified in paragraphs (a) to (d) of this Clause 2.9.2.

(a) If Ministry of Tourism fails to pay any money due to the Consultancy firm pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty-five (45) days after receiving written notice from the Consultancy firm that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultancy firm is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

(c) If Ministry of Tourism fails to comply with any final decision reached as a result of Arbitration pursuant to Clause 8 hereof.

(d) If Ministry of Tourism is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultancy firm may have subsequently approved in writing) following the receipt by Ministry of Tourism of the Consultancy firm’s notice specifying such breach.
2.9.3 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses 2.2 or 2.9 hereof, or upon expiration of this Contract pursuant to Clause 2.4 thereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause 3.3 hereof, (iii) the Consultancy firm’s obligation to pay Damages or Liquidated Damages permit inspection, copying and auditing of their accounts and records as set forth in Clause 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.9.4 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 2.9.1 or 2.9.2 hereof, the Consultancy firm shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close and vacate the premises of Ministry of Tourism in a prompt and orderly manner. With respect to documents prepared by the Consultancy firm and equipment and materials furnished by Ministry of Tourism, the Consultancy firm shall proceed as provided, respectively, by Clauses 3.9 or 3.10 hereof.

2.9.5 **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses 2.9.1 or 2.9.2 hereof, Ministry of Tourism shall make the following payments to the Consultancy firm:

(a) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Consultancy firm shall not be entitled to
receive any agreed payments upon termination of the Contract. However, Ministry of Tourism may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to Ministry of Tourism subject to recovery of its dues, as permissible. Under such circumstances, upon termination, Ministry of Tourism may also impose liquidated damages as per the provisions of Clause 9 hereof. The Consultancy firm will be required to pay any such liquidated damages and compensation as permissible under Contract Act to Ministry of Tourism within Thirty (30) days of termination date.

(b) In the event of termination under 2.9.1 (g) and (h), the payment schedule as specified in this contract shall not apply and the costs of work delivered by the firm and the cost of demobilization of consultancy teams will be mutually decided and paid by Ministry of Tourism to consultancy firm.

2.9.6 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (h) of Clause 2.9.1 or in Clause 2.9.2 hereof has occurred, such Party may, if it chosen within forty-five (45) days after receipt of notice of termination from the other Party, may seek settlement under Clause 8 hereof.

3. OBLIGATIONS OF THE Consultancy firm

3.1 General
3.1.1 **Standard of Performance:** The Consultancy firm shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultancy firm shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to Ministry of Tourism, and shall at all times support and safeguard Ministry of Tourism’s legitimate interests in any dealings with Third Parties.

3.2 **Conflict of Interests:** The Consultancy firm shall hold Ministry of Tourism’s interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reasons, the Consultancy firm shall promptly disclose the same to Ministry of Tourism and seek its instructions for compliance.

3.2.1 **Consultancy firm not to benefit from Commissions, Discounts, etc.:**

(a) The payment of the Consultancy firm pursuant to Clause 6 hereof shall constitute the Consultancy firm’s only payment in connection with this Contract. The Consultancy firm shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultancy firm shall use its best efforts to ensure that any Personnel and agents of either of them, similarly shall not receive any such additional payment on account of commission
(b) Furthermore, if the Consultancy firm, as part of the Services, has the responsibility of advising the Ministry of Tourism on the procurement of goods, works or services, the Consultancy firm shall comply with the Ministry of Tourism’s applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of Ministry of Tourism. Any discounts or commissions obtained by the Consultancy firm in the exercise of such procurement responsibility shall be for the benefit and account of Ministry of Tourism.

3.2.2 **Consultancy firm and Affiliates Not to Engage in Certain Activities:** The Consultancy firm agrees that, during the term of this Contract and after its termination, the Consultancy firm and any entity affiliated with the Consultancy firm, shall be disqualified from providing goods, works or services resulting from or directly related to the Consultancy firm’s Services for the preparation or implementation of the project.

3.2.3 **Prohibition of Conflicting Activities:** The Consultancy firm shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 **Confidentiality:** Except with the prior written consent of Ministry of Tourism, the Consultancy firm and the Personnel shall not at any time communicate to any person or entity any
confidential information acquired in the course of the Services, nor shall the Consultancy firm and its Personnel make public the recommendations formulated in the course of, award of Contract and its execution.

3.4 **Accounting**: The Consultancy firm (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and (ii) if so required by Ministry of Tourism, shall undertake to provide such information as Ministry of Tourism may reasonably determine as necessary in relation to the services.

3.5 **Consultancy firm’s actions requiring Ministry of Tourism’s prior approval**: The Consultancy firm shall obtain Ministry of Tourism’s prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in **Section 3E**.

(b) The consultancy firm shall not assign or transfer or subcontract the contract or any part thereof.

3.6 **Deliverables**: The Consultancy firm shall submit to Ministry of Tourism the reports and documents specified in
Section 1.6 hereof, in the form, in the numbers and within the time periods set forth in the said Section. Unit level data, Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 Documents Prepared by the Consultancy firm to be the Property of Ministry of Tourism: All plans, drawings, specifications, designs, reports, data including unit level data, filled in questionnaires, other documents and software prepared by the Consultancy firm for Ministry of Tourism under this Contract shall become and remain the property of Ministry of Tourism, and the Consultancy firm shall, not later than upon termination or expiration of this Contract, deliver all such documents to Ministry of Tourism, together with a detailed inventory thereof. The Consultancy firm may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from Ministry of Tourism and Ministry of Tourism reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Consultancy firm and third Parties for purposes of development of any such computer programs, the Consultancy firm shall obtain Ministry of Tourism’s prior written approval to such agreements, and Ministry of Tourism shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

4. Consultancy firm’s PERSONNEL

4.1 General: The Consultancy firm shall employ and provide at its own cost such qualified and experienced Personnel as are required to carry out the Services.
4.2 **Description of Personnel:**

(a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultancy firm’s Key Personnel are as per the Consultancy firm’s proposal and are described in Section 3 E. If any of the Key Personnel has already been approved by Ministry of Tourism his/her name is to be listed as well.

(b) If required to comply with the provisions of Clause 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Section 3 E may be made by the Consultancy firm by written notice to Ministry of Tourism, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% (Ten Percent) or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause 6.1(b) of this Contract. Any other such adjustments shall only be made with Ministry of Tourism’s written approval.

(c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Section 3 E may be increased by agreement in writing between Ministry of Tourism and the Consultancy firm. In case where payments under this Contract exceed the ceilings set forth in Clause 6.1 hereof, this will be explicitly mentioned in such agreement.

4.3 **Approval of Personnel:** The Key Personnel listed by title as
well as by name in Section 3 E are hereby approved by Ministry of Tourism. In respect of other Personnel which the Consultancy firm proposes to use in the carrying out of the Services, the Consultancy firm shall submit to Ministry of Tourism for review and approval a copy of their Curriculum Vitae (CVs). If Ministry of Tourism does not object in writing (stating the reasons for the objection) within fifteen (15) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by Ministry of Tourism.

4.4 **Removal and/or Replacement of Personnel:**

(a) Except as Ministry of Tourism may otherwise agree, no changes shall be made in the Personnel. If, for any reason beyond the reasonable control of the Consultancy firm, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultancy firm shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If Ministry of Tourism (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultancy firm shall, at Ministry of Tourism's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to Ministry of Tourism.

4.5 **Resident Project Manager:** The Consultancy firm shall ensure
that at all times during the Consultancy firm’s performance of the Services a resident project manager, acceptable to Ministry of Tourism, shall take charge of the performance of such Services at the Project.

5. OBLIGATIONS OF MINISTRY OF TOURISM

5.1 Assistance and Exemptions: Unless otherwise specified, Ministry of Tourism shall use its best efforts to ensure that it shall:

(a) Provide the Consultancy firm including Personnel with work permits and such other documents as shall be necessary to enable the Consultancy firm or Personnel to perform the Services.

(b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(c) Provide to the Consultancy firm, Sub-Consultancy firms and Personnel any such other assistance to facilitate performance of the Contract.
5.2 **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change of rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the Consultancy firm for providing the services i.e. service tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Consultancy firm in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Consultancy firm under this Contract shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause 6.1. However, in case of any new or fresh tax or levy imposed after submission of the Proposal the Consultancy firm shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.

5.3 **Payment:** In consideration of the Services performed by the Consultancy firm under this Contract, Ministry of Tourism shall make to the Consultancy firm such payments and in such manner as is provided by Clause 6 of this Contract.

5.4 Ministry of Tourism shall provide office space for the Consultancy firm’s personnel for the purpose of conducting discussions, meetings, and workshops with Ministry of Tourism officials as and when required by the Consultancy firm

6. **PAYMENTS TO THE Consultancy firm**
6.1 **Total Cost of the Services:**

(a) The total cost of the Services payable is set forth in Appendix C as per the Consultancy firm’s proposal to Ministry of Tourism.

(b) Except as may be otherwise agreed under Clause 2.6 and subject to Clause 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-C.

(c) Notwithstanding Clause 6.1(b) hereof, if pursuant to any of the Clauses 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Consultancy firm in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 **Currency of Payment:** All payments shall be made in Indian Rupees.

6.3 **Terms of Payment:** The payments in respect of the Services shall be made as follows:
(a) The Consultancy firm shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved.

(b) Once a milestone is completed, the Consultancy firm shall submit the requisite deliverables as specified in this Contract and such invoice (in triplicate) which falls due as per Appendix E (schedule of payment). Ministry of Tourism shall release the requisite payment upon acceptance of the deliverables. However, if Ministry of Tourism fails to intimate acceptance of the deliverables or its objections thereto, within sixty (60) days of receipt of it, Ministry of Tourism shall release the payment to the Consultancy firm without further delay.

(c) Final Payment: The final payment shall be made only after the final report and a final statement, identified as deliverable, shall have been submitted by the Consultancy firm and approved as satisfactory by Ministry of Tourism. The Services shall be deemed completed and finally accepted by Ministry of Tourism and the final report and final statement shall be deemed approved by Ministry of Tourism as satisfactory after ninety (90) calendar days after receipt of the final report and final statement by Ministry of Tourism, if within such ninety (90) day period, Ministry of Tourism does not give written notice to the Consultancy firm specifying in detail deficiencies in the Services specified, the final report or final statement. The Consultancy firm shall thereupon promptly make all necessary corrections, and thereafter the foregoing process shall be repeated. Any extra amount, which Ministry of Tourism has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultancy firm to Ministry of Tourism within thirty (30) days after receipt by the Consultancy firm of notice thereof. Any such claim by Ministry of Tourism for reimbursement must be made within two (2) calendar months after receipt by Consultancy firm of a final report and a final statement approved by Ministry of Tourism in accordance with
(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by Ministry of Tourism after submission by the Consultancy firm and the Consultancy firm has made presentation to Ministry of Tourism (Mention this if presentation is required) with / without modifications to be communicated in writing by Ministry of Tourism to the Consultancy firm.

(e) If the deliverables submitted by the Consultancy firm are not acceptable to Ministry of Tourism, reasons for such non-acceptance should be recorded in writing; Ministry of Tourism shall not release the payment due to the Consultancy firm. This is without prejudice Ministry of Tourism’s right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Consultancy firm only after it re-submits the deliverable and which is accepted by Ministry of Tourism.

(f) All payments under this Contract shall be made to the accounts of the Consultancy firm.

(g) With the exception of the final payment under (c) above, payments made to Consultancy firm do not constitute acceptance of the Services nor relieve the Consultancy firm of any obligations hereunder, unless the acceptance has been communicated by Ministry of Tourism to the Consultancy firm in writing and the Consultancy firm has made necessary changes as per the comments / suggestions of Ministry of Tourism communicated to the Consultancy firm.
In case of earlier termination of the Contract, the payment shall be made to the Consultancy firm as mentioned here with:

(i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Consultancy firm shall provide the details of persons reasonably worked during this period with supporting documents. Ministry of Tourism shall be entitled to adjust/recover Damages/Compensation and Liquidated Damages due under the Contract.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other’s rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non-fairness, but no failure to agree on any action pursuant to this Clause may give rise to a dispute subject to Arbitration in accordance with Clause 8 hereof.
8. **SETTLEMENT OF DISPUTES**

8.1 **Amicable Settlement:** Performance of the Contract is governed by the terms & conditions of the Contract, in case of dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other Party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Thirty (30) days after receipt. If that Party fails to respond within Thirty (30) days, or the dispute cannot be amicably settled within Sixty (60) days following the response of that Party, clause 8.2 shall become applicable.

8.2 **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the Contract between Ministry of Tourism and the Consultancy firm, which has not been settled amicably, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by Ministry of Tourism and the Consultancy firm, the third arbitrator shall be chosen by the two arbitrators so appointed by the Parties which shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the Parties to reach a consensus regarding the appointment of the third arbitrator within a period of Thirty (30) days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by Secretary, Ministry of Tourism. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these Arbitration proceedings.
8.3 Arbitration proceedings shall be held in India at New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by Ministry of Tourism and the Consultancy firm. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

8.5 Notwithstanding any references to arbitration, the parties shall continue to perform their respective work/ obligation under the Contract.

9. LIQUIDATED DAMAGES

9.1 The Parties hereby agree that due to negligence of act of any Party, if the other Party suffers losses, damages the quantification of which may be difficult, and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and the Parties agree to pay such liquidated damages, as defined hereunder as per the provisions of this Contract.
9.2 The amount of liquidated damages for delay by Consultancy firm under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Contract as specified in Appendix C.

9.3 The liquidated damages for delay by Consultancy firm shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule, the Consultancy firm shall be liable to pay 1% (One Percent) of the proportional cost of the services related to that deliverable (as per Appendix E – Schedule of payment) for delay of each week or part thereof subject to clause 9.2.

(b) If the deliverables are not acceptable to Ministry of Tourism as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of Ministry of Tourism within 30 (Thirty) days of the receipt of the notice, the Consultancy firm shall be liable for Liquidated Damages for an amount equal to 1% (One Percent) of proportional cost of the services related to that deliverable (as per Appendix E – Schedule of payment) for every week or part thereof for the delay subject to clause 9.2.

(c) Notwithstanding, anything mentioned above, the consultancy firm shall not be made liable for any delay due to non-availability of timely approval and timely review by Ministry of Tourism or its state level counterparts or any stake holders not directly attributable to the consultancy firm.

9.4 Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the consultancy firm herein, in no event shall the aggregate liability of the consultancy firm under this agreement exceed the total cost of services paid to the consultancy firm.
10. Conflict of Interest

10.1. Ministry of Tourism’s policy requires that Consultancy firms should provide professional, objective, and impartial advice and at all times hold Ministry of Tourism’s interests paramount; strictly avoid conflicts with other assignments or their own corporate interests.

10.2. Without limitation on the generality of the foregoing, Consultancy firms, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged by Ministry of Tourism, under any of the circumstances set forth below:

10.2.1 Conflicting activities

A firm that has been engaged by Ministry of Tourism to provide goods, works or services other than consulting services for a project, and any of its affiliates, shall be disqualified from providing consulting services related to those goods, works or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and any of its affiliates, shall be disqualified from providing goods or works or services other than consulting services resulting from or directly related to the firm’s consulting services for such preparation or implementation. For the purpose of this paragraph, services other than consulting services are defined as those leading to a measurable physical output, for example surveys, exploratory drilling, aerial photography, and satellite imagery.
10.2.2 **Conflicting assignments**

A Consultancy firm (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with the assignment of the Consultancy firm or other work to be executed for the same or other of Ministry of Tourism.

10.2.3 **Conflicting relationships**

A Consultancy firm (including its Personnel) that has a business or family relationship with a member of Ministry of Tourism's staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to Ministry of Tourism throughout the selection process and the execution of the Contract.

10.2.4 Consultancy firms have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Ministry of Tourism, or that may reasonably be perceived as having this effect. Failure to disclose said situations by Consultancy firm may lead to the disqualification of the Consultancy firm or termination of its Contract.

10.2.5 No current employees of Ministry of Tourism shall work
as Consultancy firms to Ministry of Tourism. Recruiting of former employees of Ministry of Tourism or former ministries, departments or agencies is acceptable provided no conflict of interest exists.

10.2.6 **Unfair Advantage**

If a short listed Consultancy firm could derive a competitive advantage from having provided consulting services related to the assignment in question, Ministry of Tourism shall make available to all short listed Consultancy firms together with this RFP all information that would in that respect give such Consultancy firm any competitive advantage over competing.

10.2.7 **Association of Sub-Consultancy firms**

Consultancy firm shall not assign or transfer the contract or any part thereof.

11. **Performance security**

11.1. For the due performance of the program/project in accordance with the terms and conditions specified in the Letter of
Award (LOA) the Consultancy firm shall on the day or before signing the Contract which shall not be later than 30 (thirty) days of the issue of the Letter of Award, furnish to Ministry of Tourism a performance security in the form of an irrevocable and unconditional Bank Guarantee for an amount equal to amount of advance as per the schedule of payment.

11.2. The Bank Guarantee shall be in favour of the Ministry of Tourism issued by the State Bank of India or any Nationalized or scheduled Indian Bank, approved by the Reserve Bank of India and acceptable to Ministry of Tourism. The Bank Guarantee shall be in the proforma acceptable to Ministry of Tourism.

11.3. It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract. It is also expressly understood and agreed that the as performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

11.4. The performance Bank Guarantee shall be valid for three months after the submission of Final Report. It will be discharged by Ministry of Tourism and returned to the Consultancy firms not later than 6 (six) months following the date of completion of the Consultancy firm’s obligations, under the Contract.

11.5. Should the program/ project period, for whatever reason be extended, the Consultancy firm, shall at his own cost, get the validity period of Bank Guarantee in respect of performance
security furnished by him extended and shall furnish the extended / revised Bank Guarantee to Ministry of Tourism before the expiry date of the Bank Guarantee originally furnished.

12. Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Consultancy firms who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any Consultancy firm of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Ministry of Tourism’s antifraud and corruption policy.

13. Taxes

The Consultancy firm shall include all local taxes and duties on amounts payable by the Consultancy firm under the Contract. All taxes including Service Tax, duties and other impositions as applicable in India shall be included in the Financial Proposals.

13.1 The Financial Proposal should include all commercial prices inclusive of all the taxes, duties and levies, etc. applicable at the time of submission of Proposals.

13.2 The Tax component should be given as a separate head.
14. **Contract Price**

14.1 Contract price shall remain firm and fixed for the entire Contract period, except changes in the Tax Law, as covered by Clause 5.2 above.

15. **Transfer of Contract**

15.1 Consultancy firm shall not assign or transfer the contract or any part thereof.

16. **Miscellaneous provisions:**
(i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.

(ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.

(iii) The Consultancy firm shall notify Ministry of Tourism of any material change in its status as legal entity, in particular, where such change or winding up proceeding which would impact on performance of obligations under this Contract.

(iv) Each member/constituent of the Consultancy firm, in case of a consortium, shall be jointly and severally liable to and responsible for all obligations towards Ministry of Tourism for performance of services.

(v) The Consultancy firm shall at all times indemnify and keep indemnified Ministry of Tourism against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Contract.

(vi) The Consultancy firm shall at all times indemnify and keep indemnified Ministry of Tourism against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Consultancy firm’s) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Consultancy firm.

(vii) The Consultancy firm shall at all times indemnify and keep indemnified Ministry of Tourism against any and all claims by Employees, Workman, Consultancy firms, suppliers, agent(s), employed engaged or otherwise working for the Consultancy firm, in respect of their wages, salaries, remuneration, compensation or the like.

(viii) All claims regarding indemnity shall survive the
termination or expiry of the Contract.

(ix) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Consultancy firm for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or Ministry of Tourism.

III. APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

Will be as per Terms of Reference given in Section 2.

APPENDIX B - REPORTING REQUIREMENTS

For all the activities relating to this assignment the Consultancy firm will contact Additional Director General (Market Research), C – 1 Hutments, Darashikoh Road, New Delhi – 110011.
APPENDIX C – TOTAL COST OF SERVICES IN INDIAN RUPEES

To be finalized between Ministry of Tourism and Consultancy firm based on the Financial Bid submitted by the bidder before signing of the Contract.

APPENDIX D – ACTIVITIES AND DELIVERABLES AGAINST EACH ACTIVITY

Will be as per Section 3G (in line with Section 1.5 and 1.6 of the RFP).

APPENDIX E - SCHEDULE OF PAYMENT

<table>
<thead>
<tr>
<th>Payment of Consultancy Fees</th>
<th>Amount</th>
<th>When due</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Percentage</td>
<td>Description</td>
<td></td>
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<tr>
<td>------------</td>
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</tr>
<tr>
<td>30% of the Cost</td>
<td>As advance on assignment of work and signing of work agreement &amp; submission of Bank Guarantee of equivalent amount (for 12 months).</td>
<td></td>
</tr>
<tr>
<td>10% of the Cost</td>
<td>On acceptance of Inception Report of the Study.</td>
<td></td>
</tr>
<tr>
<td>30% of the Cost</td>
<td>On acceptance of Draft Report of the Study.</td>
<td></td>
</tr>
<tr>
<td>30% of the Cost</td>
<td>On acceptance of final report of the Study and completion of all deliverables</td>
<td></td>
</tr>
</tbody>
</table>

APPENDIX F - MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The President of India

WHEREAS……………………………………………………………………………..
(Name and address of the consultancy firm) (hereinafter called “the consultancy firm” has undertaken, in pursuance of contract no……………………………………………. dated ……………. to render (description of services) (herein after called “the contract”).
AND WHEREAS it has been stipulate by you in the said contract that the consultancy firm shall furnish you with a bank guarantee by a scheduled commercial recognize by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the consultancy firm such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the consultancy firm, up to a total of .................................................(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declining the consultancy firm to be in default under the contract 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 or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultancy firm before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to the contract to be performed there under or of any of the contract documents which may be made between you and the consultancy firm shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This guarantee shall be valid until the .......day of ......., 20.......... 

.........................................................

(Signature of the authorized officer of the Bank)

.........................................................

.........................................................

Name and designation of the officer Seal, name & address of the Bank and address of the Branch

(b)