Study on MICE market in India and the role of ICPB in promoting MICE tourism products

REQUEST FOR PROPOSAL
(RFP)

[22.06.2017]

Market Research Division
Ministry of Tourism
Government of India
Section 1: Instructions to Consultants

1.1 Introduction

The Convention industry is globally recognized for its valuable economic and social contribution to the tourism destination. In addition to important business opportunities, the convention industry provides immense benefits to the broader economy as it generates on an average a higher spending level, creates jobs and retains work forces, attracts global expertise, promotes investment trade, communication, technology. Recognizing the potential of India as a MICE (Meetings Incentives Conventions and Exhibitions) destination, ICPB was established in 1988 with Public Private Partnership, sponsored by Ministry of Tourism.

The Ministry of Tourism had commissioned a study for creation of comprehensive data base of Institutions / associations, etc. in the MICE segment of India in the year 2011, the report of which was finalized in December, 2012. This study was restricted to Engineering, Medicine and Science (including agriculture).

As a step further, there is a need for evaluating the MICE market size and assess the economic impact, which would be the basis for developing future strategies that would address the hurdles facing the industry and compete in the global scenario. With this objective the Ministry of Tourism invites Request for Proposals, from consultancy firms, for conducting a “Study on MICE market in India and the role of ICPB in promoting MICE tourism products.”

1.1.1 The study would involve collection and analysis of primary as well as secondary data.

1.1.2 The Consultancy Firms are invited to submit their proposals for undertaking the above assignment. Proposals are invited in a three envelope format. The proposal for the assignment must include Minimum Eligibility Criteria Document, a Technical Proposal and a Financial Proposal as stated later in this document. The Client 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) the Client is not bound to accept any of the proposals submitted.

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

1.1.5 Consultancy Firms must observe the highest standards of ethics during the selection and execution of such contracts. The Client 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 Minimum Eligibility Criteria for Consultants

1.2.1 The Consultancy firm should be an entity registered under the Companies Act, 1956/ Society’s act/ Limited Liability Partnership Act 2008. Registration certificate of the firm shall be considered as supporting document in this regard.

1.2.2 Each firm must bid for this assignment individually. **Consortium of Consultancy Firms is not permissible** for this study.

1.2.3 The Consultancy Firms must have experience in designing of surveys, data collection, its processing, analysis and interpretation. The Consultancy Firm should have a minimum of 2 completed assignments during the preceding 5 years (i.e. 2011 – 12 onwards) each costing not less than Rs.10.00 lakh as consultancy fees. 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. Proposals submitting Work Orders and invoices **alone** shall be liable for rejection.

1.2.4 The Consultancy Firms should have an average annual turnover of Rs.5.00 crore from consultancy services during the three years, 2013-14, 2014-15 and 2015-16. 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.

1.2.5 Relevant documents in support of these eligibility conditions should be submitted by the Consultancy Firms. Proposals without supporting documents are liable to be rejected.

1.2 (a) Pre Bid Conference

A pre bid conference will be held at **11:00 AM** on **07.07.2017** at Room No. 22, C-1, Hutments, Dara Shikoh Road, New Delhi - 110011.

1.2 (b) Clarification and Amendment of RFP Document

Consultancy Firms may request a clarification on any aspect of the RFP document **up to the date of pre-bid conference**. At any time before the submission of proposals, the Client 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.

1.3 INSTRUCTIONS FOR PREPARATION OF PROPOSAL

1.3.1 Consultancy Firms are requested to submit a Minimum Eligibility Criteria Document, a Technical proposal and a Financial Proposal each in a separate sealed cover, placed together in a sealed outer cover. **Improper format and**
Material deficiencies in providing the information requested may result in rejection of a proposal.

1.3.2 Consultancy Firms are requested to submit relevant documents in support of minimum eligibility conditions, a Technical proposal and a Financial Proposal as specified in the RFP. Proposals must remain valid for at least 90 days after the last date of submission.

(a) Minimum Eligibility Criteria

1.3.3 The exact information on various eligibility criteria as mentioned in para 1.2 may be furnished in a separate sealed cover with supporting documents. Proposals without supporting documents are liable for rejection. The technical proposals of only those consultants will be evaluated who meet the minimum eligibility criteria.

(b) Technical Proposal

1.3.6 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.

1.3.7 While preparing the Technical Proposal, Consultancy Firms must give particular attention to the following:

(i) It is desirable that the majority of the key professional staff proposed should be 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:

Qualifications for Professional Staff

1.3.8 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 overall Professional Experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>S. No.</td>
<td>Title</td>
<td>Expertise required</td>
<td>Number of years of overall Professional Experience</td>
</tr>
<tr>
<td>-------</td>
<td>--------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td>Project Manager*</td>
<td>Experienced management professional conversant with the tourism sector and with good understanding of the MICE industry. 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 with atleast 2 years experience in MICE Industry</td>
</tr>
<tr>
<td>2.</td>
<td>Technical Staff</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>
<td>5 years</td>
</tr>
<tr>
<td></td>
<td>(a) Survey Statistician*</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>(b) Information Technology Specialist</td>
<td>B. Tech / B. E. ( IT / Computer Science) or BCA / MCA Experience in designing of software for Database Management and Data Processing</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Support Staffs</td>
<td>Undergraduate with experience in research studies, report preparation etc.</td>
<td>3 years</td>
</tr>
</tbody>
</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 experts/ professionals should be always available during the meetings in Ministry of Tourism.** Consultancy Firms may be required to make a presentation on their technical proposal before the Consultancy Evaluation Committee. Presence of the proposed Project Manager during the presentation is mandatory and shall not be relaxed under any circumstances.

1.3.9 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) Understanding of 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).
CVs of proposed professional staff, duly signed recently, and the authorized representative submitting the proposal (Section 3F).

Activity scheduling giving details of commencement and completion of different activities (Section 3G).

1.3.10 The Technical Proposal shall not include any financial information.

1.3.11 The consultancy firms must provide the list of the Surveys/Studies, authenticated by the authorized signatory, fulfilling the Technical Proposal Evaluation Criteria I (a) in the following format:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name of the Project</th>
<th>Completion Date</th>
<th>Consultancy fees in Rs. (Lakh)</th>
<th>Supporting Documents are given at page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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<td></td>
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<tr>
<td>2</td>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

The consultancy firm must submit the work order and completion certificate of the projects and the page no. of these documents must be indicated in the table above. The details of only those projects, from the table above, will be scrutinized which fulfils the Technical Proposal Evaluation Criteria I (a) of the RFP document.

1.3.12 The consultancy firms must provide the list of professionals, authenticated by the authorized signatory, fulfilling the Technical Proposal Evaluation Criteria III (a) in the format given below:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Name</th>
<th>Proposed position</th>
<th>Highest Degree / examination qualified</th>
<th>Institute / University from which passed out</th>
<th>Year of passing out</th>
<th>Number of years of experience</th>
<th>CV given at page</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>Project Manager</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td>Survey Statistician</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td>IT Specialist</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td>Support Staff</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The consultancy firm must submit the CVs of the professionals and the page no. of these CV must be indicated in the table above. Only those CVs will be scrutinized in details which fulfill the Technical Proposal Evaluation Criteria III of the RFP document.
Financial Proposal

1.3.13 While preparing the Financial Proposal, Consultancy Firms 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. The Financial Proposal should clearly estimate, as a separate amount, the local 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.

1.4 Submission, Receipt, and Opening of Proposals

1.4.1 The original proposal (Minimum Eligibility Document, 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.

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

1.4.3 The Minimum Eligibility Criteria shall be placed in a sealed cover clearly marked ‘Minimum Eligibility Criteria for (name of assignment)’. Similarly, the Technical Proposal shall be placed in a sealed envelope clearly marked ‘Technical Proposal for (name of assignment)’. Further, the Financial Proposal shall be placed in a sealed envelope clearly marked ‘Financial Proposal for (name of assignment)’.

1.4.4 All three envelopes shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address and be superimposed “Proposal for (name of assignment)”.

1.4.5 The completed Minimum Eligibility Criteria, Technical and Financial Proposals must be submitted not later than 11:00 AM on 21.07.2017 to

Smt. Mini Prasannakumar, Director,
Market Research Division, Ministry of Tourism,
C-1 Hutments, Dara Shikoh Road, New Delhi-110011

The Client 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 21.07.2017 at 03:00 PM.

1.4.6 After the deadline for submission of proposals, the Minimum Eligibility Criteria (MEC) Document shall be evaluated and Technical Proposals of only those firms would be opened who qualify the MEC. Consultants may be required to make a presentation on their technical proposal before the Consultancy Evaluation Committee. The Financial Proposals shall remain sealed and will be opened in respect of the firms, which qualify in the Technical evaluation.
1.4.7 The Ministry of Tourism may reject any proposals without assigning any reason.

1.5 Proposal Evaluation
(a) General
1.5.1 From the time the bids are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing. Any effort by the firm to influence the Client in the Client’s proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant’s proposal.
1.5.2 The Ministry of Tourism will select a firm from those which submit proposals in accordance with the Combined Quality cum Cost Based System (CQCCBS).

(b) Evaluation of Technical Proposals
1.5.3 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:

<table>
<thead>
<tr>
<th>(I)</th>
<th>Experience of the firm</th>
<th>20</th>
</tr>
</thead>
<tbody>
<tr>
<td>(a)</td>
<td>Experience in Designing and Conducting 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.10.00 lakhs as consultancy fees). (up to maximum of 6 marks).</td>
<td>6</td>
</tr>
<tr>
<td>(b)</td>
<td>Experience in Designing and Conducting Surveys/studies in tourism sector (3 marks shall be awarded for each of the completed surveys/studies in last 5 financial years each costing not less than Rs.10.00 lakhs as consultancy fees). (up to maximum of 9 marks).</td>
<td>9</td>
</tr>
<tr>
<td>(c)</td>
<td>Availability of in-house data processing and database management capability.</td>
<td>5</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(II)</th>
<th>Methodology, Work Plan and understanding of TOR</th>
<th>50</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>

<table>
<thead>
<tr>
<th>(III)</th>
<th>Qualifications and competence of the key staff for the Assignment</th>
<th>30</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 in each category).</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 |
1.5.4 A minimum score of 60% in each of the three criteria I, II and III above 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

1.5.5 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process.

1.5.6 The Client will determine whether the Financial Proposals are complete, and correct any computational errors, if any.

1.5.7 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:

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

1.5.8 For evaluation purposes, financial prices would be taken exclusive of taxes.

(d) Ranking

1.5.9 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.

1.6 Period of Study and Deliverables

1.6.1 The duration of the assignment may be 4 months from the date of approval of 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) Signing of contract, Submission of Inception Report, including draft schedule and methodology by the consultant</td>
<td>15 days from issue of work order</td>
</tr>
<tr>
<td>(b) Submission of draft report</td>
<td>4 months from the acceptance of Inception Report</td>
</tr>
</tbody>
</table>

1.6.2 The Consultancy Firms will submit 3 copies of the Inception Report to the Ministry of Tourism, within 15 days of issue of work order. The Study will start on acceptance of the Inception Report.
50 colored copies of the Final Report in Hindi and English both (printed both side with proper/hard binding) will be submitted within 10 days of receipt of acceptance of draft report. The Final Report in Hindi and English both along with unit level data will also be submitted in soft copy in 2 CDs in both word and pdf format.

SECTION 2: TERMS OF REFERENCE

2.1 The Terms of Reference (TOR) of the Study are as follows:

I) Assess the potential of MICE segment in the domestic market and internationally.
   a. Through research, to access the size of the global and domestic MICE market.
   b. Evaluate economic impact of the MICE sector to the overall economy of the country.
   c. Study of current MICE infrastructure available in India in terms of road, airports, railways, hotels, trained manpower, venues, etc.

II) To suggest institutional mechanism whereby the Government, MICE stakeholders and ICPB operate in sync to achieve the potential assessed.
   a. Propose revenue model for ICPB to sustain the Bureau's Secretariat and undertake marketing activities.
   b. Propose manpower requirement of the Bureau for efficient functioning and enlarged area of activities.

III) Suggest incentives / subsidies / promotional strategies based on international best practices.
    a. Develop case studies (at least 3, 1 from US, 1 from Europe and 1 from South East Asia) of incentives offered by destination countries for acquiring a competitive edge at the bidding stage.
    b. Assess the incentives in terms of both financial and non-financial.
    c. Consider the effectiveness and desirability of subvention programs in the framework of present policies of Ministry of Tourism. (Subvention programs are offered by some bureaus as official funds to attract meeting planners to host meetings in a country)

IV) With a realistic approach suggest a clear strategy and way forward with milestones within defined time frames.

2.1.2 Coverage:

The following Events / Activities are to be covered:
Meetings - coming together of a number of people in one place to confer or carry out a particular activity.

Incentives - Incentive travel is business travel, a reward program used as a motivational tool to enhance productivity of employees.

Conferences- Participatory meeting designed for discussions, fact finding, problem solving and consultation.

Exhibitions- Events at which products and services are displayed to potential buyers

For fulfilling TOR 1: The list of events (domestic and international separate) organized/hosted (Stream – wise as well as size wise) during the last 2 years i.e. 2015-16 and 2016-17 would have to be prepared by scanning the websites and if need be contacting Organisations/Associations/MICE venues.Institutions. The list should be free from duplication.

Primary cities with MICE infrastructure identified for research – Delhi / NCR, Mumbai, Pune, Bangalore, Chennai, Hyderabad, Kochi, Kolkata, Goa Jaipur, Agra, Guwahati

Sample Size:

For TOR 2: At least 600 events/activities organized/hosted during 2015-16 and 2016-17 together in the cities under coverage would have to be covered. The coverage of events would be from the list drawn in respect of TOR 1 and the distribution should be as follows:

<table>
<thead>
<tr>
<th>STREAM</th>
<th>EVENT SIZE (Cost in INR terms)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Less than 20 lakhs</td>
</tr>
<tr>
<td>Engineering</td>
<td>20</td>
</tr>
<tr>
<td>Medicine and pharmaceuticals</td>
<td>20</td>
</tr>
<tr>
<td>Agriculture and Allied</td>
<td>20</td>
</tr>
<tr>
<td>Science</td>
<td>20</td>
</tr>
<tr>
<td>Tourism related</td>
<td>20</td>
</tr>
</tbody>
</table>
While selecting the events/activities, representation of cities should be ensured in proportion to the number of meetings/events/etc. as captured in response to TOR 1, as far as possible. In case of shortfall, substitution should be made from the neighboring cities given under coverage. The same shall be allowed only with the approval of the Ministry of Tourism. Proportionate Representation of both domestic and international events should also be ensured.
Method of interviewing:

The head of the Institution / organisation / association/ corporate houses which are hosting / organising the events or the personnel designated by him / her would be interviewed. Method of interviewing the above sample respondents will be 100% face to face.

SECTION 3: TECHNICAL PROPOSAL

3A. Technical Proposal Submission Form
3B. Firm's references
3C. Understanding of TORs
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. PROPOSAL SUBMISSION FORM

[Location, Date]

From:
[Name of the Firm]
________________________
________________________
________________________

To:
The Director
Market Research Division,
Ministry of Tourism,
C-1 Hutments, Dara Shikoh Road
New Delhi-110011
Subject: Consultancy Services for “name of assignment”.

Madam,

We, the undersigned, offer to provide the consulting services for undertaking “name of assignment.” in accordance with your Request for Proposal dated [Date] and our proposal. We are hereby submitting our Proposal, which includes Minimum Eligibility Criteria envelope, a Technical Proposal and a Financial Proposal sealed under separate envelopes. We assure that all the Terms and Conditions laid down in the RFP document and subsequent corrigendum, if any, will be followed if the study is awarded to us.

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>
</tr>
</thead>
<tbody>
<tr>
<td>Location within Country:</td>
<td>Professional Staff Provided by Your Firm/entity(profiles):</td>
</tr>
<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>
</tr>
<tr>
<td>Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed</td>
<td></td>
</tr>
<tr>
<td>Narrative Description of Project:</td>
<td></td>
</tr>
<tr>
<td>Description of Actual Services Provided by Your Staff:</td>
<td></td>
</tr>
</tbody>
</table>

3C. UNDERSTANDING OF THE TERMS OF REFERENCE

1.
2.
3.
4.
5.
3D. DESCRIPTION OF THE APPROACH, METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

Please provide the following details:

i) Objectives, approach and coverage
ii) Sampling Techniques/design to be followed
iii) Sample size and selection of informants
iv) Questionnaire(s) to be canvassed
v) Method of Inquiry
vi) Target Informants
vii) Conduct/Control of Field Operations in different locations
viii) Type and sources of secondary data
ix) Data Analysis, Quality control measures
x) Tabulation Plan
xi) Work Plan
xii) Deliverables
xiii) 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>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
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</tbody>
</table>

2. Support Staff

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name</th>
<th>Position</th>
<th>Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>2</td>
<td></td>
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</tr>
</tbody>
</table>
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 survey/study.

SECTION 4: FINANCIAL PROPOSAL

4A. Financial Proposal submission form

4B. Breakup of Cost (Taxes separately)

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Director
Market Research Division,
Ministry of Tourism,
C-1 Hutments, Dara Shikoh Road
New Delhi-110011

Madam,

We, the undersigned, offer to provide the consulting services for “name of assignment” 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 local taxes, which we have estimated at [Amount(s) in words and figures].
Our Financial Proposal shall be binding upon us, up to 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:

4B. BREAKUP OF COSTS

Please provide appropriate detailed cost breakups for different activities and sub-activities of the assignment. The standard formats for financial proposal include:

(i) A summary sheet of the cost estimate to be quoted by the consultant.
(ii) Taxes & other charges.
SECTION 5: STANDARD FORM OF CONTRACT

STANDARD FORM OF CONTRACT

Consultants’ 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 Consultant
   4. Consultants’ Personnel and Sub-Consultants
   5. Obligations of Ministry of Tourism
   6. Payments to the Consultant
   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. Consultant's entity

III. Appendices

   Appendix A - Description of Services.
   Appendix B - Reporting Requirements.
   Appendix C – Total Cost of service.
   Appendix D - Deliverables.
   Appendix E - Schedule of Payment.
   Appendix F – Model Bank Guarantee Format for performance security.
CONTRACT FOR CONSULTANTS' SERVICES

Between

Ministry of Tourism

and

[Name of the Consultant]

Dated: __________

for

“Name of Assignment”
I. FORM OF CONTRACT

This Contract is made at _______ (place) on the __________ day of the month and year) between__________, herein after called ‘consultant’ 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, Dara Shikoh 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 Consultant, 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 Consultant 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 – Deliverables.
      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 Consultant 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 RFP.

(On Non-judicial Stamp Paper)
b. The deliverables would be as per Appendix-D.

c. The Consultants 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 Consultant 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 1. For and on behalf of [Ministry of Tourism]
               (Concerned Programme Division)
               (Witnesses)

(i)

(ii)

[Authorized Representative]

2. For and on behalf of [name of Consultant]

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. "Client" means the Ministry of Tourism with which the selected Consultant signs the contract for the services.
iii. "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.
iv. "Consultant" means any entity or person that may provide or provides the Services to the Ministry of Tourism under the Contract.
v. "Contract" means the Contract signed by the Parties and all the Contract documents listed in its Clause 1 of the Contract.
vi. Data Sheet means such part of the Instructions to Consultants used to reflect assignment conditions.
vii. "Day" means calendar day.
viii. "Effective Date" means the date on which this Contract comes into force.
ix. "GCC" means these General Conditions of Contract.
x. "Indian Currency" means Indian Rupees (INR).
xi. "Instructions to Consultants" (Section 1 of the RFP) means the document which provides Consultants with all information needed to prepare their Proposals.
xii. "In writing" means communicated in written form with proof of receipt.
xiii. "Liquidated Damages" herein may be specified as “LD”.
xiv. "Local Currency" means Indian Rupees (INR).
xv. "LOI" means the Letter of Invitation being sent by Ministry of Tourism to the shortlisted Consultants.
xvi. "LOA" or equivalently Work Order means the Letter of Award issued by Ministry of Tourism conveying its acceptance of the proposal of the successful Consultant.
xvii. "Member" means any of the entities which constitute registered joint venture/consortium/association; and "Members" means all these entities.
xviii. "Party" means Ministry of Tourism or the Consultant, as the case may be, and "Parties" means both of them.
xix. "Personnel" means professionals and support staff provided by the Consultants 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;
xxi. “RFP” means the Request for Proposal prepared by Ministry of Tourism for the selection of Consultants.
xxii. “Services” means the work to be performed by the Consultant pursuant to the Contract.
xxiii. “Third Party” means any person or entity other than Ministry of Tourism, or the Consultant.

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 Consultant. The Consultant, 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 Consultant 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: 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.

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 Consortium: For this specific study consortium of firms is not allowed.

1.8 Signatory on behalf of Ministry of Tourism: Post issuance of work order, the engaged consultant would report for all purposes including signing of contract, submission of bank guarantee, Inception Report, draft report, etc. to the official mentioned in Appendix B.

1.9 Taxes and Duties: The Consultant 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 Consultants 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 Consultants, 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 Consultant were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Consultant 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 Consultant may also sanction against the Consultant, declaring the Consultant 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 Consultant 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 Consultant 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 Consultant does not furnish Performance Security within 30 days after the date of the issue of LOA, the Ministry of Tourism shall declare the Contract to be null and void, and in the event of such a declaration Ministry of Tourism shall have claim for damage against the Consultant.

2.3 Commencement of Services: The Consultant 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 Consultant shall complete the entire work as per the time – period stipulated in Para 1.6.1, which may be extended at the discretion of Ministry of Tourism.

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 Consultant 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 Consultant, 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 Consultant 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 Consultant, suspend all payments to the Consultant hereunder if the Consultant 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 Consultant to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Consultant 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 Consultant 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 Consultant becomes (or, if the Consultant 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 Consultant, 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 Consultant 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 Consultant places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to Ministry of Tourism.

(f) If the Consultant 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 Consultant to improve the quality of the services.

(g) If, as the result of Force Majeure, the Consultant 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 Consultants, 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 Consultant:** The Consultant 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) and (b) of this Clause 2.9.2.

(a) If Ministry of Tourism fails to pay any money due to the Consultant 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 Consultant that such payment is overdue.

(b) If, as the result of Force Majeure, the Consultant 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 Consultant may have subsequently approved in writing) following the receipt by Ministry of Tourism of the Consultant’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 Consultant’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 Consultant 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.

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 Consultant:
(a) If the agreement is terminated pursuant of Clause 2.9.1 (a) to (f), the Consultant 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 Consultant 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 consultant and the cost of demobilization of consultant teams will be mutually decided and paid by Ministry of Tourism to consultant.

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 CONSULTANT

3.1 General

3.1.1 Standard of Performance: The Consultant 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 Consultant 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 Consultant 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 Consultant shall promptly disclose the same to Ministry of Tourism and seek its instructions for compliance.

3.2.1 Consultant not to benefit from Commissions, Discounts, etc.
(a) The payment of the Consultant pursuant to Clause 6 hereof shall constitute the Consultant’s only payment in connection with this Contract. The Consultant 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 Consultant 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 or discount, etc.

(b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Ministry of Tourism on the procurement of goods, works or services, the Consultant 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 Consultant in the exercise of such procurement responsibility shall be for the benefit and account of Ministry of Tourism.

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

3.2.3 Prohibition of Conflicting Activities: The Consultant 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 Consultant 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 Consultant and its Personnel make public the recommendations formulated in the course of, award of Contract and its execution.

3.4 Accounting: The Consultant (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 Consultant’s actions requiring Ministry of Tourism’s prior approval: The Consultant 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 of RFP.
(b) The consultant shall not assign or transfer or subcontract the contract or any part thereof.

3.6 **Deliverables:** The Consultant shall submit to Ministry of Tourism the reports and documents specified in Appendix D hereto, in the form, in the numbers and within the time periods set forth in the said Section. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.7 **Documents Prepared by the Consultant to be the Property of Ministry of Tourism:** All plans, drawings, specifications, designs, reports, data including unit level data, other documents and software prepared by the Consultant for Ministry of Tourism under this Contract shall become and remain the property of Ministry of Tourism, and the Consultant 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 Consultant 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 Consultant and third Parties for purposes of development of any such computer programs, the Consultant 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. **CONSULTANTS’ PERSONNEL**

4.1 **General:** The Consultant 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 Consultant’s Key Personnel are as per the Consultant’s proposal and are described in Section 3 E of RFP. 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 of RFP may be made by the Consultant 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 of RFP may be increased by agreement in writing between Ministry of Tourism and the Consultant. 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 of RFP are hereby approved by Ministry of Tourism. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant 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 Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Personnel, the Consultant 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 Consultant 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 Consultant shall ensure that at all times during the Consultant’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 Consultant including Personnel with work permits and such other documents as shall be necessary to enable the Consultant 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 Consultant, Sub-Consultants 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 Consultant 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 Consultant in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Consultant 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 Consultant 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 Consultant under this Contract, Ministry of Tourism shall make to the Consultant 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 Consultant's personnel for the purpose of conducting discussions, meetings, and workshops with Ministry of Tourism officials as and when required by the Consultant.

6. PAYMENTS TO THE CONSULTANT

6.1 Total Cost of the Services:
   (a) The total cost of the Services payable is set forth in Appendix C as per the Consultant'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 Consultant 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 Consultant 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 Consultant 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 forty five (45) days of receipt of it, Ministry of Tourism shall release the payment to the Consultant 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 Consultant 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 Consultant specifying in detail deficiencies in the Services specified, the final report or final statement. The Consultant 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 Consultant to Ministry of Tourism within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by Ministry of Tourism for reimbursement must be made within two (2) calendar months after receipt by Consultant of a final report and a final statement approved by Ministry of Tourism in accordance with the above.

(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 Consultant and the Consultant 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 Consultant.

(e) If the deliverables submitted by the Consultant 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 Consultant. 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
Consultant 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 Consultant.

(g) With the exception of the final payment under (c) above, payments made to Consultant do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder, unless the acceptance has been communicated by Ministry of Tourism to the Consultant in writing and the Consultant has made necessary changes as per the comments / suggestions of Ministry of Tourism communicated to the Consultant.

(h) In case of earlier termination of the Contract, the payment shall be made to the Consultant 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 Consultant 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 Consultant, 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 Consultant, 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 Consultant. 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 Consultant 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 Consultant shall be applicable under following circumstances:

(a) If the deliverables are not submitted as per schedule, the Consultant 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 Consultant 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 consultant 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 stakeholders not directly attributable to the consultant.

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

10. Conflict of Interest

10.1 Ministry of Tourism’s policy requires that Consultants 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, Consultants, 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 Consultant (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 Consultant or other work to be executed for the same or other of Ministry of Tourism.

10.2.3 Conflicting relationships
A Consultant (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 Consultants 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 Consultant may lead to the disqualification of the Consultant or termination of its Contract.

10.2.5 No current employees of Ministry of Tourism shall work as Consultants 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 Consultant 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 Consultants together with this RFP all information that would in that respect give such Consultant any competitive advantage over competing.

10.2.7 **Association of Sub-Consultants**

Consultant 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 Consultant 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 and valid for the entire duration of the Study.

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 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 the entire time period of the study. It will be discharged by Ministry of Tourism and returned to the Consultants not later than 6 (six) months following the date of completion of the Consultant's obligations, under the Contract.

11.5. Should the program/project period, for whatever reason be extended, the Consultant, 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 Consultants who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any Consultant 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 Consultant shall include all local taxes and duties on amounts payable by the Consultant 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 Consultant 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 Consultant 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 Consultant, 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 Consultant 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 Consultant 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 Consultant’s) employees or agents or caused by any action, omission or operation conducted by or on behalf of the Consultant.

(vii) The Consultant shall at all times indemnify and keep indemnified Ministry of Tourism against any and all claims by Employees, Workman, Consultants, suppliers, agent(s), employed engaged or otherwise working for the Consultant, 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 Consultant for any subsequent engagement, service or employment in any capacity in any office or establishment of the Government of India or Ministry of Tourism.
APPENDIX A – DESCRIPTION OF SERVICES

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

APPENDIX B - REPORTING REQUIREMENTS

For all the activities relating to this assignment, the Consultant will contact Assistant Director General (Niche Tourism), C – 1 Hutments, Dara Shikoh Road, New Delhi – 110011.

APPENDIX C – TOTAL COST OF SERVICES IN INDIAN RUPEES

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

APPENDIX D – DELIVERABLES

Will be as per the Para 1.6.1 of RFP.

APPENDIX E- SCHEDULE OF PAYMENT

<table>
<thead>
<tr>
<th>Payment of Consultancy Fees</th>
<th>When due</th>
</tr>
</thead>
<tbody>
<tr>
<td>10 % of the Cost</td>
<td>As advance on assignment of work and signing of work agreement &amp; submission of Bank Guarantee of equivalent amount plus interest @ 10 % for time period of the study.</td>
</tr>
<tr>
<td>20 % of the Cost</td>
<td>On acceptance of Inception Report of the Study.</td>
</tr>
<tr>
<td>40 % of the Cost</td>
<td>On submission of Draft report of the Survey and its acceptance by Ministry of Tourism, Government of India.</td>
</tr>
<tr>
<td>30 % of the Cost</td>
<td>On submission of final report and its acceptance by Ministry of Tourism, Government of India.</td>
</tr>
</tbody>
</table>
APPENDIX F - MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To

The President of India

WHEREAS…………………………………………………………………………….. (Name and address of the consultant) (Here in after called “the consultant” 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 consultant 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 consultant such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the consultant, up to a total of ……………………………………………………………. (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant 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 consultant 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 consultant shall in any way release us form 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