

**“Action Plan for attracting more
tourists from Russia and Canada”**

REQUEST FOR PROPOSAL

[08/10/2019]

**Market Research Division
Ministry of Tourism
Government of India**

| <u>Contents of RFP</u> | | |
|-------------------------------|--|--|
| Section 1: | Instructions to Consultants | |
| | 1.1 Introduction | |
| | 1.2 Minimum Eligibility Criteria for Consultants | |
| | 1.3 Schedule of Selection Process | |
| | 1.4 (a) Pre Bid Queries 1.4 (b) Pre Bid Meeting | |
| | 1.4 (c) Clarification and amendment of RFP Document | |
| | 1.5 Preparation of proposal 1.5 (a) Minimum Eligibility Criteria 1.5 (b) Technical proposal 1.5 (c) financial proposal | |
| | 1.6 Submission, Receipt and Opening of Proposals | |
| | 1.6.8 Proposal Evaluation (a) General (b) Evaluation of Technical Proposal (C) Evaluation of Financial Proposal (d) Ranking (e) Elaborative Example | |
| | 1.7 Period of the assignment | |
| | 1.8 Deliverables 1.8.2 Payment Schedule | |
| Section -2 | Scope of work | |
| | 2.1 Coverage 2.2 Terms of Reference | |
| Section-3 | Technical proposal 3A Technical proposal submission form 3B firm's references 3C Description of the methodology and work plan for performing the assignment 3D Team composition and task assignments 3E format of curriculum vitae (CV) for proposed professional staff 3F Activity work schedule | |

| | | |
|-------------------|--|--|
| | 3G other documents | |
| Section -4 | Financial proposal 4A Financial Proposal Submission Form 4B: Format for Financial Proposal (Exclusive of taxes): | |
| Section-5 | Standard Form of Contract I. Form of Contract II. General conditions of contract <ol style="list-style-type: none"> 1. General Provisions 2. Commencement, Completion, Force Majeure and Termination of Contract 3. Obligations of the Consultant 4. Consultants' Personnel 5. Obligations of Ministry of Tourism 6. Payments to the Consultant 7. Fairness and Good Faith 8. Settlement of Disputes 9. Penalty Clause 10. Conflict of Interest 11. Performance Security 12. Confidentiality 13. Contract Price 14. Transfer of the Contract 15. Miscellaneous Provisions II. Appendices Appendix A - Description of Services. Appendix B - Reporting Requirements. Appendix C – Total Cost of services in Indian Rupees. Appendix D – Deliverables. Appendix E - Schedule of Payment. Appendix F – Model Bank Guarantee Format for performance security. | |

Section 1: Instructions to Consultants

1.1 Introduction

The Ministry of Tourism (client) has been promoting tourism in overseas markets for a number of years to attract more foreign visitors to India. The client intends to conduct a study to prepare various action plans for Govt. agencies as well as private stakeholders in order to attract more tourists from Russia and Canada to the country. The study would involve preparation of Action Plan for various public and private tourism stakeholders for promotion and development of tourism sector in the country on the basis of collection and analysis of primary as well as secondary data.

1.1.1 The Agencies are invited to submit their proposals for undertaking the above assignment. A proposal for the assignment must include a Technical Proposal and a Financial Proposal as stated later in this document.

1.1.2 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable and (ii) the Client (Ministry) is not bound to accept any of the proposals submitted.

1.1.3 The Agencies 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.

1.1.4 The Consulting agency 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 Consultancy firm

1.2.1 The Consultancy firm should be an entity registered under the Companies Act, 1956 or the Societies Act.

1.2.2 The Consultancy firm/Consortium must have experience in India and abroad in designing of large-scale sample surveys, data collection, its processing, analysis, interpretation of at least one project with consultancy fees of Rs.20 lakhs or equivalent.

- 1.2.3 The Consultancy firm/Consortium must have experience in India and abroad in estimating tourism potential of various locations and in preparing of action plan for tourism development and promotion of at least one project with consultancy fees of minimum Rs.30.00 lakh or equivalent
- 1.2.4 The aspiring Consultancy firm must have Offices in Russia and Canada. In the countries, where the aspiring consultants do not have their presence in terms of regular office, they should have had a tie up for at least 3 years with some leading consultancy firm in the field of Survey/ Studies. In such cases, the Consultancy firm must mention the names of the projects carried out in those countries, along with supporting documents.
- 1.2.5 The Consultancy firm/ Consortium should have an average turnover of Rs.1.00 crore annually or Rs.3.00 crores from consultancy services during the last three years, i.e., 2015-16, 2016-17 and 2017-18.
- 1.2.6 The Consultancy firm/ Indian partners of Consortium should submit ITR for the last 3 years.
- 1.2.7 EMD of Rs.1,00,000/- (*Rupees one lakh only*) in the form of Demand Draft valid for 6 months *from the date of submission of proposal*.
- 1.2.8 Relevant documents in support of these eligibility conditions should be submitted by the consultants duly attested by authorized signatory. Incomplete Bids or Bids not in desired Format shall be liable to be rejected.

Qualifications for Professional Staff

- 1.2.9 The minimum required experience of proposed professional staff is:

| S. No. | Title | Expertise required | Number of years of Professional Experience |
|---------------|------------------|--|---|
| 1. | Project Manager* | 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.,. Experience of tourism sector surveys is desirable. | 10 years |
| 2. | Tourism expert | Post Graduate in Tourism related field with experience in analyzing the tourism potential of various tourist spots according to the travelers perspective and in preparing Action plan in respect of Public and Private Stake holders | 10 years |

| S. No. | Title | Expertise required | Number of years of Professional Experience |
|--------|--|--|--|
| 3. | Survey Statistician* | 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. | 5 years |
| 4. | Information Technology Specialist/Data Scientist | Experience in designing of software for Database Management and Data Processing and report writing | 5 years |

*Services of these experts/ professionals should be available for full duration of the project. **These expert/ professionals should be always available during the meetings in Ministry of Tourism.**

1.3 Schedule of Selection Process

The Client (Ministry of Tourism) would endeavor to adhere to the following schedule: Selection of Consultant for the Study “Action Plan for attracting more tourists from Russia and Canada”

| S.N. | Event Description | Approximate timeline |
|------|--|--------------------------|
| A | Release date of RFP | x |
| B | Last date for receiving queries/ clarifications | x+10days=xx |
| C | Pre-Bid Meeting | Within xx +10 days =y |
| D | Corrigendum to be issued, if any /Client’s response to queries | y + 10 days =z |
| E | Submission of proposal Due Date (PDD) | z+ 10 days =zz |
| F | Opening of Proposals | zz |
| G | Validity of Applications | 180 days from PDD |

1.4 (a) Pre Bid Queries

Prospective applicants may submit the queries/clarification regarding the RFP document as per clause 1.2. The contact person for this purpose shall be: Director, Market Research. Email- fakhre.alam79@nic.in

1.4 (b) Pre Bid Meeting

A pre bid *meeting* will be held at **3.00 PM** on **18/10/2019** at Room No. 3, C-1, Hutments, Dara Shukoh Road, New Delhi – 110011.

1.4 (c) *Clarification and Amendment of the RFP*

The clarification/modification based on the receipt of queries/responses, if any, shall be uploaded in the concerned portal after the pre bid meeting within five working days.

1.5 PREPARATION OF PROPOSAL

Consultants are requested to submit relevant documents in support of minimum eligibility conditions, a Technical proposal and a Financial Proposal as specified in the RFP (each in separate sealed cover). Proposals must remain valid for at least 180 days after the last date of submission.

(a) Minimum Eligibility Criteria

1.5.1 The exact information on various eligibility criteria as mentioned in para 1.2 may be furnished in a separate sealed cover with supporting documents. The technical proposals of only those consultants will be evaluated who meet the minimum eligibility criteria.

(b) Technical Proposal

1.5.2 Bids not conforming to the prescribed format and not containing all the relevant documents /information would be summarily rejected

1.5.3 Majority of the key professional staff either 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.

1.5.4 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) A description of the methodology and work plan for performing the assignment (Section 3C).
- (iii) A list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member (Section 3D).
- (iv) CVs of proposed professional staff and the authorized representative submitting the proposal duly signed. (Section 3E).
- (v) Activity scheduling giving details of commencement and completion of different activities (Section 3F).

1.5.5 The Technical Proposal shall not include any financial information.

(c) Financial Proposal

1.5.6 In preparing the Financial Proposal, Consultants are expected to take into account the requirements and conditions outlined in the RFP document. The quoted price by the bidder should be inclusive of all expenses including expenditure incurred on travel, accommodation and other contingency expenditure. The same should be clearly mentioned exclusive of tax. **The Financial Proposal should be valid for at least 180 days from the last date of submission of proposals.**

1.6 Submission, Receipt, and Opening of Proposals

1.6.1 The original proposal (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. It should be neatly page numbered and shall have the section separators. Each page of the Technical Proposal shall be seal stamped and signed by the Authorized Signatory. Evaluation will cover the quality of proposal and clarity in presenting the proposal before the Evaluation Committee.

1.6.2 The Minimum Eligibility Criteria shall be placed in a sealed cover clearly marked 'Minimum Eligibility Criteria for a study on **“Action Plan for attracting more tourists from Russia and Canada”**'. Similarly, the Technical Proposal shall be placed in a sealed envelope clearly marked '**Technical Proposal for a study on “Action Plan for attracting more tourists from Russia and Canada”**'. Further, the Financial Proposal shall be placed in a sealed envelope clearly marked '**Financial Proposal for a study on “Action Plan for attracting more tourists from Russia and Canada”**'.

1.6.3 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 a study on “Action Plan for attracting more tourists from Russia and Canada” and also complete address of the Agency.**

1.6.4 **The completed Minimum Eligibility Criteria, Technical and Financial Proposals must be submitted not later than 3:00 PM on 31.10.2019 to**

Ms. Aqsa Ilahi, Deputy Director,
Market Research Division, Ministry of Tourism,
C-1 Hutments, Dalhousie Road, New Delhi-110011

1.6.5 The Client (Ministry) 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 **01/11/2019 at 3.00 PM** in Room No. 11, C-1 Hutments, Dara Sukoh Road, New Delhi-110011 in the presence of representatives

of applicant firms, which choose to be present. Subsequently technical proposals of the firms fulfilling the Minimum Eligibility Criteria will be opened.

1.6.6 Consultants are required to make a presentation on their technical proposal before the Consultancy Evaluation Committee (CEC). **The Consultancy Firms, who remain absent during the presentation of their technical proposals before CEC will be disqualified technically. The Financial Proposals shall remain sealed and will be opened in respect of the firms, which qualify in the Technical evaluation.**

1.6.7 The Ministry of Tourism may reject any proposals without assigning any reason.

1.6.8 Proposal Evaluation

(a) General

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

1.6.10 Consortium of maximum two Firms is allowed against this tender specification provided they fulfil the following eligibility criteria

- i. They should have legally valid Consortium agreement for at least three years.
- ii. The lead member of the Consortium should have at least 51% of the Annual Turnover. Only the lead member of the consortium is allowed to bid on behalf of the consortium.

1.6.11 The Ministry of Tourism will select a firm from those which submit proposals in accordance with the *Quality and Cost Based System (QCBS)*.

(b) Evaluation of Technical Proposals

1.6.12 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/consultant | 25 |
|-----|---|----|
| (a) | Experience in Designing and Conducting Large Scale Surveys completed in the preceding 3 financial years with consultancy fees of at least Rs.20 lakh or equivalent for each project (1 marks for projects undertaken in India with maximum 2 marks, and 4 marks for each projects undertaken abroad) | 10 |
| (b) | Experience in analysing the tourism potential of various tourist spots and in preparing Action plan in respect of Public and Private Stake holders for promotion and development of tourism with consultancy fees at least Rs.30 lakhs for each project (2.5 marks each project undertaken in India with maximum 5 marks, & 5 marks for each international Project. | 15 |

(II) Methodology, Work Plan and understanding of TOR

45

| | | |
|-----|---|----|
| (a) | Understanding of TOR | 10 |
| (b) | Details of methodology such as sampling technique to be used, selection of sample, estimation procedure, data processing, Preparation of Action Plan for development and promotion of tourism etc./ Details of the models including parameters affecting the outcome etc. | 35 |

(III) Qualifications and competence of the key staff for the assignment 25

| | | |
|-----|---|----|
| (a) | Project Manager { 1 mark for every additional year of experience above the minimum required experience of 10 years } (upto maximum of 10 marks) | 10 |
| (b) | Tourism expert { 1 mark for every additional year of experience above the minimum required experience of 10 years } (upto maximum of 10 marks) | 10 |
| (c) | Survey Statistician { 1 mark for every additional year of experience above the minimum required experience of 5 years } (upto maximum of 3 marks) | 3 |
| (c) | Support Staff { 1 mark for every additional year of experience above the minimum required experience of 5 years } (upto maximum of 2 marks) | 2 |

(IV) Innovative Ideas

5

| | | |
|--|---|---|
| | Suggestion of Innovative Ideas for implementation purpose | 5 |
|--|---|---|

Total Points

100

1.6.13 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

1.6.14 After the evaluation of quality is completed, the Ministry 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.

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

1.6.16 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:-

$S_f = 100 \times F_m/F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.

(d) Ranking

1.6.17 Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores, giving **80% weight to the Technical Score and 20% weight to the Financial Score.**

(e) Elaborative Example:

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

| Name of the Firm | Technical Score (Maximum Marks- 100) |
|------------------|--------------------------------------|
| Firm A | 80 |
| Firm B | 95 |
| Firm C | 90 |

The Financial Bids of the firm are as follows:

| Name of the Firm | Financial Bid (in Rs. Lakhs) |
|------------------|------------------------------|
| Firm A | 10 = Minimum = F_m |
| Firm B | 15 = F_b |
| Firm C | 20 = F_c |

The Technical, Financial and Combined Scores of the firm in this case would be as follows:

| Firm | Technical Score | | Financial score | | Combined Score | Rank |
|---------------|-----------------|-------------------------|--------------------------------|----------------------------------|----------------|------|
| | MM. 100 | Equivalent Score of 80% | MM. 100 (S_f) | Equivalent Score of 20% of S_f | | |
| | (a) | (b) | (c) | (d) | = (b) +(d) | |
| Firm A | 80 | 64.0 | 100 | 20 | 84 | III |
| Firm B | 95 | 76.0 | = $F_m/F_b * 100$ = 66.7 | 13.34 | 89.34 | I |
| Firm C | 90 | 72.0 | = $F_m/ F_c *$ 100 =50.0 | 10 | 82 | II |

1.6.18 After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Applicant and the Selected Applicant shall, within 7(seven) days of the receipts of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Applicant is not received by the stipulated date, *Ministry* may, unless it consents to extension of time for submission thereof, cancel the LOA.

1.6.19 In case the successful bidder fails to sign the contract within 15 days of award of work (date of issue of LOA), the EMD is liable to be forfeited. ***The agency shall be debarred and blacklisted from bidding in future.***

1.7 Period of Study

1.7.1 The duration of the assignment may be 12 months from the date of approval of Inception report. Time schedule of various activities will be as follows: -

| Activity | Duration |
|--|--|
| (a) Submission of Inception Report, including draft schedule and methodology by the consultant | within 30 days of issue of LOA |
| (b) Testing of Methodology and draft schedule through Pilot Survey (of a total of 200 respondents in the two countries (100 each) and mapping of some of the preferences of the outbound travellers and preparation of Action Plan for developments/promotion of tourism of preferred 2 tourism sites of each country and sharing the results of the pilot survey with Ministry of Tourism | Within two months of acceptance of Inception report |
| (c) Revision of schedule and methodology | Within one month of accepting the methodology of Pilot Survey |
| (d) Conduct of main survey and submission of draft report | Within 7 months of The approval of methodology of the survey on the basis of pilot study |
| (e) Submission of Final Report (English) along with soft copy in two CDs in both of pdf format | Within 10days of the receipt of comments on draft report |
| (f) Submission of Final Report (Hindi) along with soft copy in two CDs in both of pdf format | Within 20days of the receipt of comments on draft report |

1.8 Deliverables

1.8.1 The consultant will submit 5 copies of the Inception Report to the Ministry of Tourism, within 30 days of issue of LOA. The Inception Report will also specify the proposed date of start of the field work of the Study. The Pilot Study will start on acceptance of the Inception Report. The consultant will submit 5 copies of the draft report to the Ministry of Tourism, as per the time period mentioned in 1.6.1. 10 copies of the Final Report (print both side with proper/ hard binding) in English will be

submitted within 10 days of receipt of comments on draft report. The Final Report along with unit level data will also be submitted in soft copy in 2 CDs in both word and pdf format. **Final report in Hindi both (hard bound) along with soft copy in CD(word and pdf format) will be submitted 20 Days after submission of English version**

1.8.2 Payment Schedule:

| Instalment. | Payment of Consultancy fees | When Due |
|-------------|---|--|
| I | 15 % of the Cost plus taxes as applicable | submission of Inception Report, including draft schedule and methodology by the Agency and its approval by MOT |
| II | 15% of the cost plus taxes as applicable | Approval of the methodology of the Survey on the basis of Pilot Study |
| II. | 40% of the cost plus taxes as applicable | on conduct of the main study, Processing of data and submission of 5 copies of draft report for Russia and Canada separately and its approval by the Ministry of Tourism |
| III. | 30% of the cost plus taxes as applicable | on submission of 10 copies of Final report each in Hindi & English both (hard bound) for Russia and Canada separately along with soft copy in CD (word and pdf format) and on acceptance of Final report by Ministry of Tourism, Government of India. |

SECTION 2: Scope of Work

2.1 Coverage

To conduct a study on tourism in the two overseas markets of **Russia and Canada**, the study will include a primary survey of past and prospective travelers besides compilation and analysis of information from secondary sources. The study would involve preparation of Action Plan for various public and private tourism stakeholders for promotion and development of tourism sector in the country on the basis of collection and analysis of primary as well as secondary data. Separate report of each country should be provided based on detailed information according to the Terms of Reference (TOR) at 2.2 below.

2.2 Terms of Reference (TOR).

- i. To assess the characteristics and preferences of outbound travellers of Russia and Canada.
- ii. To Map the potential tourist sites in India as per the preferences of outbound travellers from these countries and prioritize these sites in terms of their preparedness to receive tourists.
- iii. To suggest strategies of attracting tourists from Russia and Canada to the identified sites, keeping in view the objective of achieving the following country-wise annual targets of Foreign Tourist arrivals:

| Country | after 5 years | after 10 years |
|---------|---------------|----------------|
| Russia | 6 lakh | 12 lakh |
| Canada | 6 lakh | 12 lakh |

- iv. To frame various Action Plans for: (a) Government i.e. Ministry of tourism and other Govt. Agencies in the roles of promotional, facilitative and regulative aspects and (b) Private tourism Stakeholders including Industry bodies.
- v. The contents of the study report should necessarily include, but not limited to, the following:

Outbound tourism of the country

- a. Profile of outbound tourists
- b. Social, Demographic and Geographical characteristics
- c. Key features of out bound tourism like - travel pattern, important travel destinations and the reasons for inclusion of these travel destinations in their travel list etc.
- d. Forecasting number of outbound travelers by purpose along with growth over next decade.
- e. Drivers of long term growth of outbound tourism of the country.
- f. Information sources for out bound travelers for their travel planning.

Inbound tourism in India from the country

- a. Importance of Out bound tourism market of the country (ie. Russia/Canada) from India's tourism point of view.
- b. Reasons for including India as the destination and sources of information about India's tourism attractions for their travel plan to India.
- c. Barriers for selecting India as the destination as well as for the regional dispersal in terms of traveler's perspective and the ways to overcome these barriers for attracting more tourists from the country to India.
- d. Different travel destinations in India having tourism potential according to their travel preference.
- e. Various suggestions/ recommendations in respect of infrastructure creation, connectivity and other facilities in the tourist spots.
- f. Suggestion of new tourism products and their development which cater to the needs of the travelers from these countries.
- g. Implementable Action Plans for Govt. Agencies especially for Ministry of Tourism, State Govts as well as other Central Ministries in the role of promotional, facilitative and regulative aspects.
- h. Action plans for private tourism stake holders and Industry bodies.

III. Sample size for Primary Survey

The Consultant should get the questionnaire filled by respondents in all respect by hosting questionnaire on prominent social media websites of Russia and Canada in their local languages i. e Russian in Russia and English & French in Canada.

The number of respondents to be covered in the survey in **Russia, and Canada is as follows:**

Sample Size for Primary Survey

| Category of Respondents | | | | | | | |
|-------------------------|---|--------------------------------|---|--------------------|---------------------------------|--------------------|-------|
| Name of the countries | Persons who travelled abroad in last one year | | Persons who have visited Asian Countries except India but intend to travel in near future | | Person who have never travelled | | Total |
| | To India | To other Countries except Asia | To India | To other Countries | To India | To other Countries | |
| Russia | 2000 | 4000 | 1000 | 1500 | 500 | 500 | 9500 |
| Canada | 2000 | 4000 | 1000 | 1500 | 500 | 500 | 9500 |
| Total | 4000 | 8000 | 2000 | 3000 | 1000 | 1000 | 19000 |

SECTION 3: TECHNICAL PROPOSAL

- 3A. Technical Proposal Submission Form
- 3B. Firm's references
- 3C. Description of the methodology and work plan for performing the assignment
- 3D. Team composition and task assignments
- 3E. Format of curriculum vitae (CV) for proposed professional staff
- 3F. Activity (work) schedule
- 3G. Other documents

Ministry of Tourism, Govt. of India

3A. TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

From:

[Name of the Firm]

To:

Ms Aqsa Ilahi
Deputy Director
Market Research Division,
Ministry of Tourism,
C-1 Hutments, Dara Sukoh Road
New Delhi-110011

Subject: Consultancy Services for “A study on Action Plan for attracting more tourists from Russia and Canada”

Sir,

We, the undersigned, offer to provide consultancy services for “A study on Action Plan for attracting more tourists from Russia and Canada” 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 Projects Carried Out in the Last Five Years that best illustrate Qualifications and the Assignment

Using the format below, provide information on each reference assignment

| | | |
|---|-------------------------------|--|
| Assignment Name: | | Country: |
| Location within Country: | | Professional Staff Provided by Your Firm/entity(profiles): |
| Name of Client: | | No. of Staff: |
| Address: | | No. of Staff-Months; duration of assignment: |
| Start Date (Month/Year): | Completion Date (Month/Year): | Approx. Value of Services (in Rs lakhs) |
| Name of Senior Staff (Project Director/Coordinator, Team Leader) involved and functions performed | | |
| Narrative Description of Project*: | | |
| Description of Actual Services Provided by Your Staff: | | |

* Copy of Work Orders & Completion Certificate is to be provided

3C. 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.

3D. TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Technical/Managerial Staff

| Sl. No. | Name | Position | Task |
|---------|------|----------|------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| .. | | | |
| .. | | | |

2. Support Staff

| Sl. No. | Name | Position | Task |
|---------|------|----------|------|
| 1. | | | |
| 2. | | | |
| 3. | | | |
| 4. | | | |
| .. | | | |
| .. | | | |

3E. 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: _____

Ministry of Tourism, Govt. of India

3F. ACTIVITY (WORK) SCHEDULE

Please provide clearly the activity schedule for all the activities/sub-activities of the survey/ study.

Ministry of Tourism, Govt. of India

SECTION 4: FINANCIAL PROPOSAL

4A. FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Ms Aqsa Ilahi
Deputy Director
Market Research Division,
Ministry of Tourism,
C-1 Hutments, Dalhousie Road
New Delhi-110011

Sir,

We, the undersigned, offer to provide the consulting services for “**A study on “Action Plan for attracting more tourists from Russia and Canada”**” in accordance with your Request for Proposal (RFP) dated [Date] and our Technical Proposal. Our Financial Proposal exclusive of the taxes is Rs.-----/(in words) . The price is inclusive of all expenses including expenditure incurred on travel, accommodation and other contingency expenditure.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, 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:

Note: In case of any difference in the amount quoted in words and figures, the proposal will be treated as non-responsive and will be rejected

SECTION 5:

STANDARD FORM OF CONTRACT

Consultants' Services

Lump-Sum

Ministry of Tourism, Govt. of India

Contents

IV. Form of Contract

V. General Conditions of Contract

1. General Provisions
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. Penalty clause
10. Conflict of Interest
11. Performance Security
12. Confidentiality
13. Contract Price
14. Transfer of the Contract
15. Miscellaneous Provisions

VI. 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
for**

**“A study on “Action Plan for attracting more tourists from
Russia and Canada”**

Between

Ministry of Tourism

and

[Name of the Consultant]

Dated: /___/___/2019

(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 '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, Dalhousie Road, New Delhi, hereinafter called the Client/ Employer which term shall include its successor, administrator and permitted assigns) of the **Second Part**.

[NOTE: If the Consultant is a registered Consortium, then after writing the name of the 'Consultant' indicate "Leader of the Consortium" comprising of various legal entities namely _____ and also enclose a copy of the registered Consortium Deed and Power of Attorney executed by all members in favour of the Leader]

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.

- 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.

In presence of
Tourism]
(Witnesses)

- (i)
- (ii)

Signed by -----

1. For and on behalf of [Ministry of

[Authorized Representative]

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

In presence of
(Witnesses)

- (i)
- (ii)

[Authorized Representative]

[Note: If the Consultant is a Consortium, then the Leader of Consortium and other members should sign in the following manner:]

3. Other Members of the Consortium

(i) [name of member]

[Authorized Representative]

(ii) [name of member]

[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;
- xx. “Proposal” includes both the Technical Proposal and the Financial Proposal.
- 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

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.

Deputy Director
Market Research Division
Ministry of Tourism
C – 1 Hutments
Dalhousie Road
New Delhi 110011

Consultant: _____
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.

Deputy Director
Market Research Division
Ministry of Tourism
C – 1 Hutments
Dalhousie Road
New Delhi 110011

Consultant: _____
Attention: _____
Address with Communication
details: _____

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: In case the Consultant consists of a registered joint venture/consortium/ association of more than one entity, the Members shall authorize the entity specified (called Leader) to act on their behalf in exercising all the Consultant's

rights and obligations towards Ministry of Tourism under this Contract, including without limitation the receiving of instructions and payments from Ministry of Tourism. However, each member or constituent of Consortium shall be jointly and severally liable for all obligations of the Consultant under the Contract.

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 Consultant may be taken or executed by the officials specified below.

Deputy Director
Market Research Division
Ministry of Tourism
C – 1 Hutments
Dalhousie Road
New Delhi 110011

Consultant: _____
Attention: _____
Address with Communication
details: _____

The Consultant shall issue Power of Attorney in favour of its Authorised Representative.

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.

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 15 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 1.7.1 of RFP, 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.

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 Withholding of payment

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 (if the Consultant consists of more than one entity) or any of its Members which has substantial bearing on providing Services under this Contract becomes 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 and as negotiated thereafter.
- (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. Penalty Clause

9.1 The agency would have to submit Performance Guarantee for amount equivalent to 10% of the value of the contract after the contract is awarded to it. The same shall be liable to be forfeited in full or part in case of underperformance by the agency, besides other action, including blacklisting of the agency as may be deemed fit by the Ministry of Tourism, Govt. of India as per details given below:

9.2 The Ministry reserves the right to deduct the penalty either from Performance Bank Guarantee or from pending bills submitted for the work already performed by the agency.

9.3 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.

9.4 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 applicable at that stage of deliverables (as per **Appendix E** – Schedule of payment) for delay of each week or part thereof subject to clause 9.3.
- (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 the amount admissible related to that stage of deliverables (as per Appendix E-Schedule of payment) for every week or part thereof for the delay in rectifying the deficiencies subject to clause 9.3.
- (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 stake holders not directly attributable to the consultant.

9.5 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.

9.6 If the services of the consultancy firm/bidder are found unsatisfactory and objectives of the study/survey are not fulfilled in spite of giving adequate opportunity to the bidder, Ministry of Tourism may forfeit the amount due in part or whole, in addition to performance guarantee.

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 15 (fifteen) 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 the 10% of the total cost.
- 11.2. The Bank Guarantee shall be in favour of 'Pay and Accounts Officer, 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 plus six months. 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. Contract Price

13.1 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.

14. Transfer of Contract

14.1 Consultant shall not assign or transfer the contract or any part thereof.

15. 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.

III. APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

Will be as per Scope of Work and 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 **Additional Director General** (Market Research), Ministry of Tourism, Government of India, C – 1 Hutments, Dara Shukoh 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 1.8 of RFP.

APPENDIX E- SCHEDULE OF PAYMENT

Will be as per the Para **1.8.2** Payment Schedule of RFP.

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..... datedto 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