

Corrigendum

Request for Proposal (RFP)

For

Selection of an Agency as Strategic PMU for NDTM

Ministry of Tourism

Government of India

Date of Issue: 10.08.2023

Corrigendum to Tender Reference Number IT-13/7/2021-IT & Subsequent Corrigenda including Retender Corrigendum dated 30.06.2023

This is for information of all the bidders that the Tender Document (Tender Reference Number IT-13/7/2021-IT dated 24.04.2023) for "Selection of Strategic PMU for NDTM" has been amended for issuance of re-tendering corrigendum. The retendering corrigendum being released has corrections in RFP and BOQ format. The bidders are advised to check the retendered bid for all details including bid submission and opening dates.



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Request for Proposal (RFP) for Selection of An Agency as 'Strategic PMU' for NDTM

August 2023

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Ministry of Tourism, Government of India

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The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by MoT or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and MoT shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

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ABBREVIATIONS & DEFINITIONS

Authorized Signatory	The bidder's representative/ officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer/ authority having the Power of Attorney (PoA) from the competent authority of the respective Bidding firm.
Bid / eBid	A formal offer made in pursuance of an invitation by a procuring entity and includes any tender, proposal or quotation in electronic format.
Bid Security	A security provided to the procuring entity by a bidder for securing the fulfilment of any obligation in terms of the provisions of the bidding documents.
Bidder / Agency / Firm / Supplier	Any person/ firm/ agency/ company/ contractor/ supplier/ vendor participating in the procurement/ bidding process with the procurement entity.
Bidding Document	Documents issued by the procuring entity, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to bid.
CA	Chartered Accountant
CMC	Contract Monitoring Committee
Committee	Committee constituted by MoT for evaluation of Technical Proposals
Competent Authority	An authority or officer to whom the relevant administrative or financial powers have been delegated for taking decision in a matter relating to procurement.
Contract/ Procurement Contract	A contract entered into between the procuring entity and a successful bidder concerning the subject matter of procurement.
Contract Price	Price payable to the firm/company under the Contract for the complete and proper performance of its contractual obligations
Day	A calendar day as per Gol.
Date of Commencement	Contract Signing plus fifteen (15) days
Effective date	The date on which the contract comes into force and effect
EMD	Earnest Money Deposit
EoDB	Ease of Doing Business
GCC	General Conditions of Contract
Gol	Government of India
ICT	Information and Communications Technology
INR	Indian Rupee

ISO	International Organisation for Standardisation
IT	Information Technology
Lol	Letter of Intent
Main Implementing Agency	The agency onboarded to build the NDTM core platform.
MeitY	Ministry of Electronics & Information Technology, Government of India
MoT	Ministry of Tourism, Government of India
O&M	Operation & Maintenance
Personnel Professional	Professional and Support staff provided by the firm/ company and assigned to perform service to execute an assignment and any part thereof.
Proposals	Proposals submitted by bidders in response to the RFP
QCBS	Quality and Cost Based System
QP	Quarterly Payment
RFP	Request for Proposal
SME	Subject Matter Expert
Services	Work to be performed by the firm/ company pursuant to the selection by MoT and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by MoT.
TIN	Tax Identification Number
TPA	Third Party Auditor
WO/ PO	Work Order/ Purchase Order
Working Days	Working days is defined as working days as per Government of India and working hours are defined as 09:30 hours till 18:00 hours IST

1. Invitation for Proposal

1.1 RFP Notice

- a) Ministry of Tourism, Government of India is the nodal ministry with the main objective of facilitating as well as strengthening of tourism in India. Tourism is one of the fastest-growing sectors globally and has a significant impact on trade, investment, infrastructure development, employment generation, and social inclusion. MoT is responsible for the formulation and administration of policies and programs for the development and promotion of the tourism sector in the country in partnership with other Ministries of the Central Government, State Governments, and Private Sector.
- b) The requirement under this RFP is to select an agency for providing 'Strategic PMU' consulting services for National Digital Tourism Mission within the Ministry of Tourism, Government of India.
- c) Any contract that may result from this public procurement competition will be valid for a period encompassing Transaction Advisory Services Phase for a duration of eleven (11) months followed by Program & Project Management Phase for a duration of thirteen (13) months.

The Term of the project shall include the following phases:

- i. Transaction Advisory Service Phase: This phase shall commence from the Date of Commencement till onboarding of Main Implementing Agency
 - ii. Program & Project Management Phase: This phase shall commence post onboarding of Main Implementing Agency for a duration of thirteen (13) months.
- d) MoT reserves the right to extend the Term for further period of maximum of **One (01) Year** on the same terms and conditions, if required. During the extension(s), the fee will be revised upwards by 10% of the current bid amount (resource cost) for the selected agency.
 - e) The RFP include the followings:
 - Section 01 - Invitation for Proposal
 - Section 02 – Background Information & Project Profile
 - Section 03 - Scope of Work
 - Section 04 – Project Deliverables & Timeline
 - Section 05 - Manpower specifications
 - Section 06 - Pre-Qualification/ Eligibility Criteria
 - Section 07 – Technical Evaluation Model
 - Section 08 – Payment Schedule
 - Section 09 – Penalty Clause
 - Section 10 - Bidding Process
 - Section 11 – General Terms and Conditions
 - Section 12 - Exit management

- Section 13 – Annexure: Technical Proposal & Financial Proposal
 - Section 14 – Draft Contract
- f) Interested firms/ companies may download the RFP document from the e-Procurement website <https://eprocure.gov.in>
- g) MoT reserves the right to reject any or all the Proposals in whole or part without assigning any reasons.

1.2 Data Sheet

#	Information	Details
1	Earnest Money Deposit (EMD) - (Refundable)	In figures - INR 15,00,000/- In words – Rupees Fifteen Lakhs only EMD in favor of "Pay and Accounts Officer, Ministry of Tourism" (Payable at New Delhi)
2	Last date and time for submission of pre-bid queries	18-Aug-23 up to 1500 hrs.
3	Last date and time for submission of EMD	06-Sep-23 up to 1500 hrs.
4	Last date and time for submission of proposals (Technical and commercial/Financial) (Online)	06-Sep-23 up to 1500 hrs.
5	Opening of Technical Bids	07-Sep-2023, 1600 hrs.
6	Contact Person for queries	Mr. Roshan M Thomas, Deputy Secretary (IT) Ministry of Tourism Transport Bhawan 1, Parliament Street New Delhi 110 001 Phone: 011- 23724175 Email: roshammthomas.dad@hub.nic.in
7	Opening of Financial Bids	Will be announced later
8	Bid validity	180 days, From the last date of submission of bid
9	Bid Selection Method	Quality cum Cost Based System (QCBS) (80:20)

2. Background Information & Project Profile

2.1 Background

The tourism sector is highly fragmented. Subsectors of tourism such as transport, accommodation, restaurants and catering, and personal services are all subject to very different challenges and opportunities. The National Digital Tourism Mission (NDTM) envisages to achieve the objective of harnessing the full potential of digitization in tourism sector by facilitating exchange of information and services in tourism sector spreading across national and state tourism organizations, tourism service providers, tourism destinations, products, and experiences of tourists.

NDTM has been envisaged after detailed study of the tourist life cycle, tourism destination/area lifecycle, related regulatory framework and existing IT initiative of the Ministry and its stakeholders. As most of the tourism systems belonging to central government, state government, public sector and private sector function in silos, the tourism ecosystem is unable to harvest the combinatorial benefits of information exchange. Data systems currently don't interact with each other using a common language, thereby curtailing data analytics and resultant policymaking. This in turn makes the technology systems and individuals vulnerable and often result in inconsistent handling of data. To overcome the same there is need for seamless standardized data exchange amongst various stakeholders.

The **vision of NDTM** is to bridge the existing information gap amongst different stakeholders of tourism ecosystem through digital highways. The same may be visualized as depicted below:

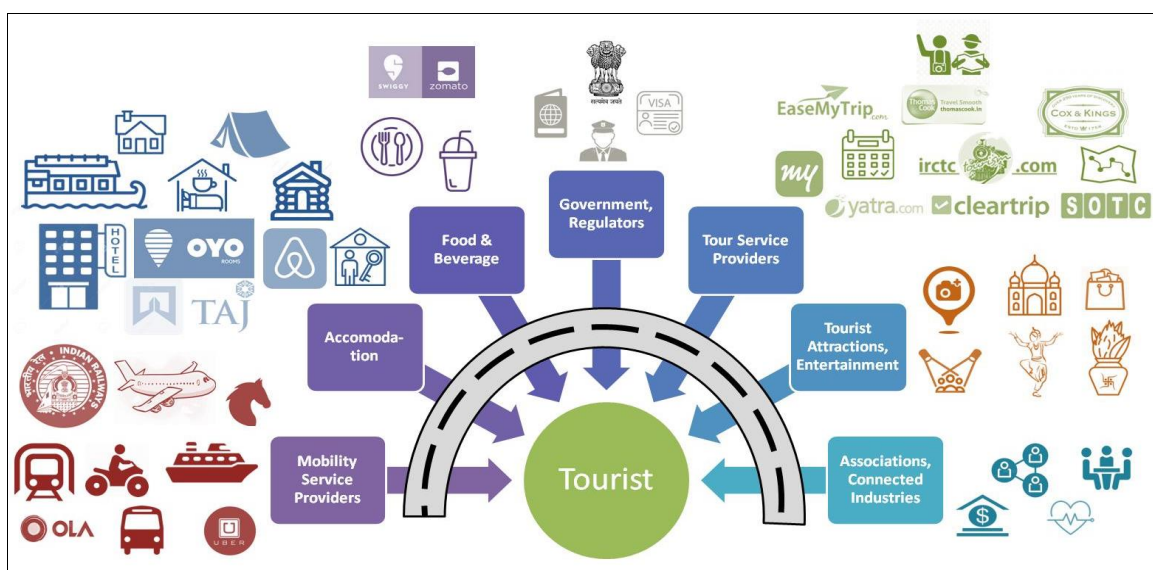


Figure: Vision of National Digital Tourism Mission

2.2 About NDTM

The NDTM is all about delivery of services throughout the life cycle of tourists leading to ease of living for tourists and ease of doing business for organizations involved in tourism sector.

2.2.1 Lifecycle of Tourist

The lifecycle of a general tourists is as follows:

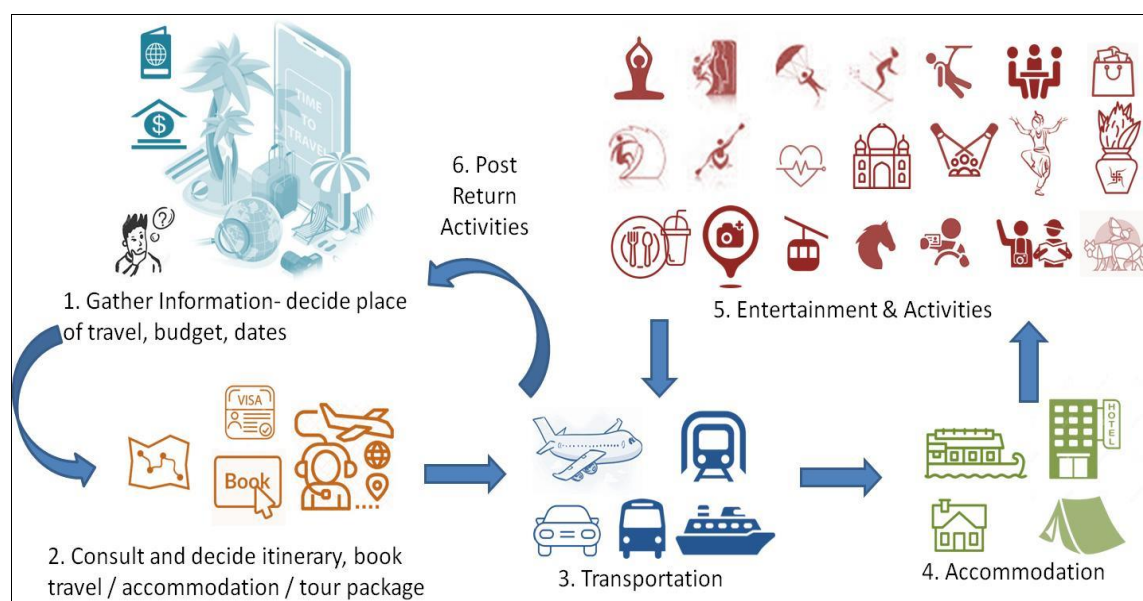


Figure: Lifecycle of a Tourist

2.2.2 NDTM Principles

NDTM outlines Domain principles, Design & Architecture Principles and Technology Principles:

- a) **Domain Principles** refers to principles of value-driven, unifying services, outcome-driven, availability of affordable choices in solutions (localized, customized, multilingual), access (anyone, anytime, anywhere) diversity and inclusion.
- b) **Design and Architecture Principles** refer to principles of ecosystem thinking, building block approach, assured service levels, federated architecture, open and inter-operable, resilient, minimal, reusable, unbundled & shareable and promotes innovation.
- c) **Technology Principles** refers to principles of data as an asset, data sharing, standards, privacy-by-design, secure and trust base.

2.2.3 Digital Stack of NDTM

The Master Plan of NDTM is envisaged to be based on federated architecture and it would consist of Standards & Specifications, NDTM Core, National layer – Core, Common and Reference Building Blocks and Point of Service layer - State

Core, Common and Reference Building Blocks and Innovative services from Private Sector.

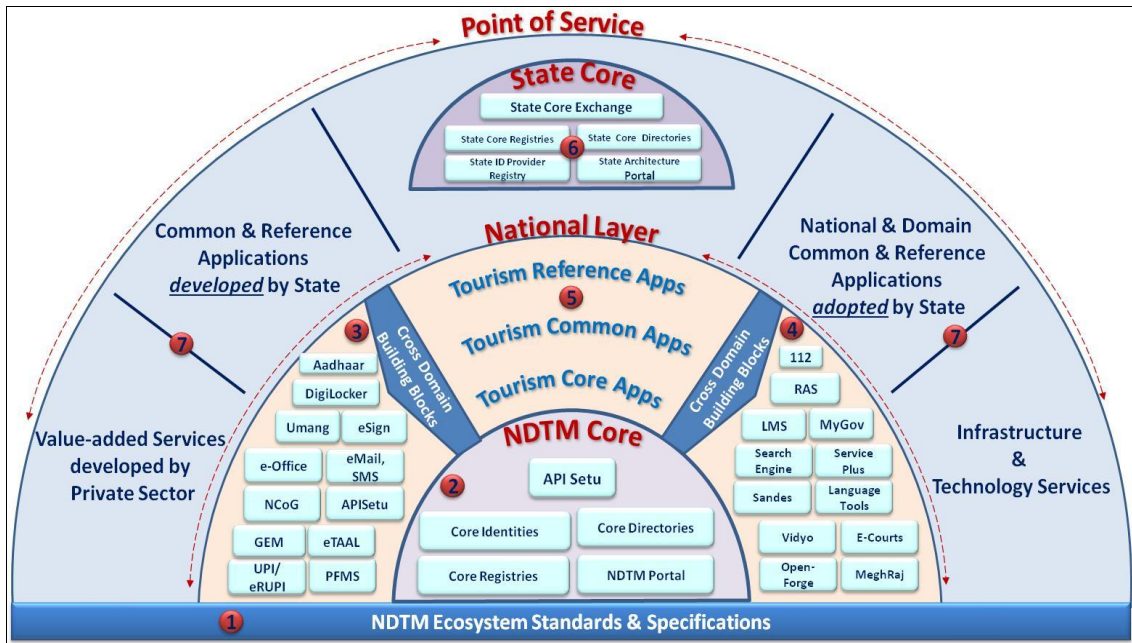


Figure: Master Plan for NDTM

It is further envisaged that the architecture of NDTM would comprise of 4 layers namely Cross Domain Generic Building Blocks, Tourism Domain Data, Unified Tourism Interface and User systems and each layer would comprise of multiple systems. The same may be visualized as depicted below:

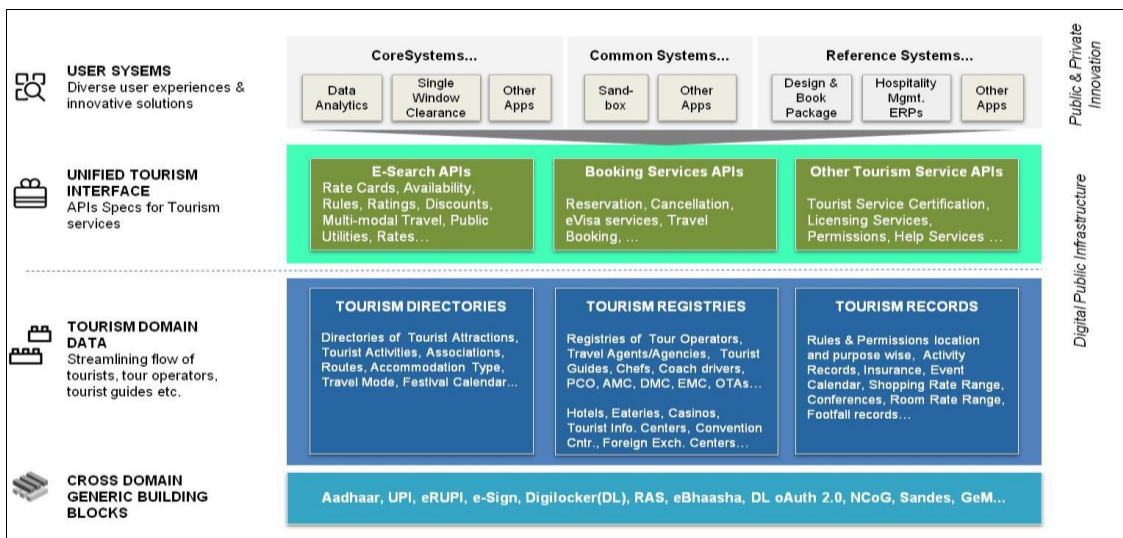


Figure: NDTM Indicative Architecture

2.2.4 NIDHI+ Portal

National Integrated data of Hospitality Industry (NIDHI+) uses technology to empower businesses. NIDHI aspires to become a gateway to opportunities for the Hospitality & Tourism Industry. Stakeholders like Accommodation Units,

Travel Agents, Tour Operators, Independent Restaurants etc. register their entities on this platform and avail electronic delivery of various services and benefits through a Unique NIDHI ID (NID) allocated to them.

NIDHI also serves as a platform for the Hospitality organizations to ideate, share best practices and connect with the Government for ease of doing business.

2.2.5 Reference Documents/ Links

- a) Report on National Digital Tourism Mission
<https://tourism.gov.in/whats-new/report-national-digital-tourism-mission-ndtm>
- b) National Integrated database of Hospitality Industry (NIDHI+) portal
<https://nidhi.tourism.gov.in>

2.2.6 Requirement of 'Strategic PMU'

For the professional management of implementation of National Digital Tourism Mission (NDTM), Ministry of Tourism wishes to onboard a 'Strategic Program Management Unit (PMU)' staffed with specialized and professional consultants in the areas of technology management, program management, solutions architect, technical architects, IT procurement, change management etc. which would be responsible for conceptualizing, strategizing and onboarding various service providers required for the implementation of NDTM Framework such that entire tourism sector and its stakeholders get benefits.

3. Scope of Work

The scope of work in this section is not exhaustive and the successful bidder shall have to undertake other tasks as may be necessary or incidental to accomplish the objectives outlined in this RFP.

The 'Strategic PMU' will be entrusted to present holistic NDTM Mission along with its various components, its implementation strategy and roadmap comprising identification & prioritization of work components, detailed project report (DPR) comprising budgetary estimates, design, procurement (RFP, Bid Management and Onboarding) of service providers for various work components, monitoring and follow-up the progress of NDTM implementation.

The selected bidder is expected to provide consultancy services towards the achievement of the following objectives:

3.1 NDTM Mission - Strategy & Roadmap

- 3.1.1 At the outset, define the broad NDTM mission.
- 3.1.2 Identify (in consultation with MoT) and prioritize areas, including but not limited to policies, programs and platforms.
- 3.1.3 Help in prioritizing the areas of implementation, defining the roadmap, milestones, and granular implementation strategy of NDTM.
- 3.1.4 Prepare a DPR including:
 - 3.1.4.1 prioritization framework and security / data architecture,
 - 3.1.4.2 functional phasing of the project components
 - 3.1.4.3 project timelines and deliverables
 - 3.1.4.4 detailed project roll-out and implementation plan
 - 3.1.4.5 capacity building plan
 - 3.1.4.6 change management plan
 - 3.1.4.7 roll-out strategy and early or phase wise adoption by states.
 - 3.1.4.8 resource deployment plan
 - 3.1.4.9 exit management plan
- 3.1.5 Preparation of a detailed implementation roadmap/ action plan and project fund requirements.

3.2 Building Blocks

- 3.2.1 Define further the specifications of the building blocks and identify existing core, common, reference and other building blocks.
- 3.2.2 Assess To-Be building blocks after gap analysis.
- 3.2.3 Prepare requirements and implementation guidelines.
- 3.2.4 Prepare strategy for common e-forms and standardization (going digital for tourism),
- 3.2.5 Define service levels.
- 3.2.6 Technology recommendations, including the detailed design of the

Federated Architecture envisaged by NDTM blueprint and the detailed design, specification, standards, and interfaces of each of the building block.

- 3.2.7 Support for design, development & implementation of core, common and reference building blocks.
- 3.2.8 Deployment Architecture and Specifications for Data center/ Disaster recovery center/ Business Continuity Planning, Secure Network, Information Systems Security, and Interfaces with external systems
- 3.2.9 IT Infrastructure requirements along with the specifications- Software (COTS / Be-spoke), Hardware (servers, storage etc.) or cloud and Security components.
- 3.2.10 Overall Enterprise Architecture
- 3.2.11 Publish API specifications for development and consumption of the ecosystem.

3.3 Open Standards

- 3.3.1 Define standards for the functional (tourist activities directory, tourist attractions directory etc.) and digital domains (Data exchange protocols, Smart Accommodation Specifications, interoperability, application design and development etc.).
- 3.3.2 Identify and recommend multi-stakeholder committees (with diverse participation from public and private sector) to be constituted.
- 3.3.3 Assist in stakeholder's consultation.

3.4 Registries

- 3.4.1 Setting up standards for establishment and management of registries, which will be a single source of truth.
- 3.4.2 Help build registries for Hotels, Eateries and other Tourism Service Providers.
- 3.4.3 Coordinate with State Governments and other Ministries for building schema and expose the registries through APIs.
- 3.4.4 Prepare suitable guidelines for publishing and monitoring the registries.

3.5 Data Policies

- 3.5.1 Assist in drafting, implementation and monitoring of various policy documents (e.g. Tourism Data Management Policy).
- 3.5.2 Assist in stakeholder's consultation.
- 3.5.3 Align overall architecture to Gol standards, specifications and policies in the areas of open data, privacy and protection of data of individuals and organizations.

3.6 Tourism Sandbox

- 3.6.1 Provide support for establishment and maintenance of Tourism sandbox and develop solutions and tools with the NDTM approach and building blocks.
- 3.6.2 Enable usage of emerging technologies in the tourism care space.

- 3.6.3 Facilitate Open API's and access to labelled and anonymized datasets for innovation to happen. Identify and notify areas where value added service (VAS) based on VAS policy would be possible and viable.
- 3.6.4 Prepare guidelines for sandbox operations and monitor smooth functioning of the sandbox environment. Prepare guidelines for sandbox certification process for beta testing.

3.7 Reference Solutions

- 3.7.1 Prepare detailed requirements and implementation specifications for reference solutions, wherever required for the selected areas/ projects/ programmes taken up.
- 3.7.2 Assist in analysis and selection of reference solutions.

3.8 Requirement and Integration Management

- 3.8.1 Support in capturing and analyzing the requirements, suggesting business process improvements, conducting the feasibility, and finalizing the requirements.
- 3.8.2 Support the processes and activities needed to identify, define, combine, unify, and coordinate the various processes and activities.

3.9 Procurement, Contract and Vendor Management

- 3.9.1 Estimation of project cost and proposed payment model for Implementing Agencies. [DPR Preparation]
- 3.9.2 Preparation of Business Requirements Document (BRD), Functional Design Document (FDD) and Technical Design Document (TDD) and converting them into a Terms of reference for bringing out the RFP.
- 3.9.3 Procurement of implementing agencies(s) for core, common & reference building blocks and reference solutions [Request for Proposal (RFPs), Business Models, service level agreements (SLAs) etc.], wherever required.
- 3.9.4 Support to make effective use of people involved with the project such as organizational planning, staff acquisition and team development.
- 3.9.5 Assist in selection of Implementation Agencies (bid process management) and Project management of implementation including transition.
- 3.9.6 Contract finalization and facilitation in appointment (contract signing) with selected bidder(s).

3.10 Program & Project Management Activities

- 3.10.1 Support overall management of program and other projects of NDTM implementation.
- 3.10.2 Shall undertake continuous escalation management, issue management, risk management, exception management, performance measuring and milestone reviews as defined in the signed terms and conditions of the contract and SLA and relevant contracts to ensure that the work being done

is as per design and timelines by the vendor (implementing agency(s)).

3.10.3 Provide data analytical support for developing insights.

3.10.4 Support the preparation of the training materials etc. and related content while conducting sensitization workshops/ trainings.

3.11 Relationship & Communication Management

3.11.1 Ensure a shared understanding of the vision of NDTM and its implications among all key stakeholders.

3.11.2 Engage the ecosystem through events, innovations, fests and other such outreach, engagement and development programs.

3.12 Knowledge Management

3.12.1 Support process to achieve a centrally managed repository for all the information gathered and produced over the life of the project/ program.

3.13 Capacity Building

3.13.1 Facilitate sensitization and capacity building session for the ecosystem stakeholders.

3.14 Awareness & Communication

3.14.1 Facilitate IEC activities through physical and electronic print media and through popular social media channels.

3.14.2 Assist in creating content for stakeholders.

3.15 Operations Management

3.15.1 Identify, setup and provide project monitoring functions consistent with the objectives of NDTM and on various projects undertaken for implementation of NDTM.

3.15.2 Support in conceptualization of solution by identifying and analyzing needs for change requests and support in drafting functional requirements for any new releases/change requests.

3.15.3 Provide assistance for completion of the UATs (User acceptance testing) process.

3.15.4 Assist in annual audits, certifications and user surveys as may be reasonably aligned with the objectives of the service delivery needs of "Implementing Agency(s)".

3.15.5 PMU shall ensure that periodic assessments are done to ensure compliance to standards and guidelines, security requirements, capacity management and such other planned tasks.

3.15.6 PMU shall assess/ assist the third-party assessor in carrying out data quality audit. If any issues are identified during the third-party assessment, PMU shall also assist in coordination for resolution of issues.

3.16 **Miscellaneous**

- 3.16.1 Make qualitative Power Point Presentations as and when required on project(s) and its components, for MoT's related meetings, conferences, etc.
- 3.16.2 Suggest ways to utilize MoT websites and social media handles for greater reach and dissemination of information of various projects and activities of NDTM.
- 3.16.3 The Agency shall depute additional resources as per work requirements for execution of the assignment. If the agency deposes additional resources at their own discretion to meet the deliverable schedule, no additional cost will be payable from MoT side for these resources.
- 3.16.4 In case additional resources are demanded by MoT, the successful bidder will necessarily have to provide the required resources and the applicable rate for these additional resources would be equivalent to Man Month rate category (agreed between both parties and satisfying the minimum experience criteria as defined for each category) quoted by the successful bidder as in the "Form-2: Financial bid".
- 3.16.5 The resources of the selected bidder will have to carry out any other function as directed by MoT from time to time, with a view to bring about the accelerated implementation of NDTM Framework.

3.17 **Roles and Responsibilities of MoT and its authorized agency(s):**

- 3.17.1 Provide approvals for all plans, strategies and materials produced.
- 3.17.2 Provide **sign-off/ acceptance** of various project deliverables submitted by the agency.
- 3.17.3 Facilitate all technical inputs and will work closely with the agency in the formulation and planning of the required activities.
- 3.17.4 Conduct project review meetings with the deployed team and monitor the implementation and overall progress of the project activities.
- 3.17.5 Provide direction to the deployed resources and enable them to achieve overall objective.
- 3.17.6 Provide periodic feedback.
- 3.17.7 Review and approve the payments to the selected agency as per quality services provided by the resources of the agency.
- 3.17.8 Provide physical office space for full time resources in Program & Project Management Phase.
- 3.17.9 Provide Travel Allowance (TA) towards any travel of any Agency's resource outside Delhi/NCR for the assigned and approved tasks like discussions/meetings with any important stakeholders, network sources, etc., for meeting the deliverables effectively.
- 3.17.10 MoT shall take up the following costs or reimburse later to agency for effective functioning of agency in delivering the tasks:
 - a) Cost involving the agency to meet the additional demands towards delivering the outputs than what has been decided upon selection or in direct scope of work of this RFP document.
 - b) Cost involving any External agency to meet the tasks or additional demands

towards delivering the outputs.

3.17.11 MoT shall take up any cost towards the event management that is beyond the scope of agency.

3.18 Roles and Responsibilities of Selected Agency

3.18.1 Selected agency must provide fully loaded laptops (operating system, antivirus solution, Microsoft Office suite and all required software(s) to carry out the tasks as required).

3.18.2 Agency will be required to submit reports as required by MoT.

3.18.3 Provide project status report(s) and MIS as desired by MoT.

3.18.4 Set-up and administration of escalation mechanism for faster issue/ risk management

3.18.5 A monthly meeting to be done at the senior management level (reference to level equivalent to 'Partner' or above in a Big 4 organization). In this meeting the senior management entity will brief the MoT officials of the progress made by his/her team. The meetings will be held at Delhi/NCR or through any VC platform.

A summary of tracks relating to scope of work of NDTM Strategic PMU is listed in the table below.

Track #	Track Summary
Track 1	Transaction Advisory Services Phase
Track 2	Program & Project Management Phase

4. Manpower Specifications

4.1 Deployment of Team

The successful bidder shall form a team (the "Consultancy Team") for undertaking this assignment. The Consultancy Team shall consist of experts who have the requisite skill and experience. The successful bidder shall be responsible for deployment of below set of resources within specified timelines in the Project Deliverables and Timeline section as per the desired skill set and experience of various categories of resources.

4.2 Deployment of Resources

The successful bidder shall deliver the project as per the scope of work in two Tracks namely:

- a) Transaction Advisory Services Phase
- b) Program & Project Management Phase

4.2.1 Proposed Resource Requirement for Transaction Advisory Service Phase

The table below provides an indicative baseline resource category required to deliver the project:

Ref	Position	Minimum Experience
R.1	Project Manager	> 10 years
R.2	Business Analyst	6-10 years
R.3	Project Coordinator	3-5 years
R.4	Program Director	>15 years
R.5	Enterprise Architect	> 15 years
R.6	IT Infrastructure Architect	> 10 years
R.7	Security Architect	> 10 years
R.8	Data Architect	> 10 years
R.9	SME- Domain Expert	> 10 years
R.10	IT Procurement Expert	> 10 years
R.11	IT Sr. Consultant	3-6 years
R.12	IT Consultant	1-3 years

The above resources should be available at MoT Delhi Office on need basis and whenever desired by MoT.

4.2.2 Proposed Resource Requirement for Program & Project Management Phase

4.2.2.1 Full Time

Below mentioned resource requirement is the minimum number and category of resources to be provided at onsite (deployment at MoT) for the Program & Project Phase. It is upto the bidder to assess the requirement and provide more

resources if required. At all times, the schedule and delivery of the work shall not suffer.

Ref	Position	Minimum Experience	Months	Number	Availability in the project
R.1	Project Manager	> 10 years	13	1	Full time
R.2	Business Analyst	6-10 years	13	1	Full time
R.3	Project Coordinator	3-5 years	13	1	Full Time

4.2.2.2 Part Time

The table below provides an indicative baseline resource category required to deliver the project:

Ref	Position	Minimum Experience	Availability in the project
R.4	Program Director	> 15 years	25% per calendar month
R.5	Enterprise Architect	> 15 years	Part time
R.6	IT Infrastructure Architect	> 10 years	Part time
R.7	Security Architect	> 10 years	Part time
R.8	Data Architect	> 10 years	Part time
R.9	SME- Domain Expert	> 10 years	Part time
R.10	IT Procurement Expert	> 10 years	Part time
R.11	IT Sr. Consultant	3-6 years	Part time
R.12	IT Consultant	1-3 years	Part time

The bidder must ascertain the effort required for the project and provide adequate support staff to accomplish the project in timely manner.

Note:

- i) All quoted manpower shall be on rolls of the bidder except for Subject Matter Expert on Tourism Domain who can be either ON roll or OFF roll.
- ii) Any resource which are not on rolls of the bidder must be informed to MoT.
- iii) The bidder needs to submit CV of all proposed manpower.
- iv) The Project Director will have overall responsibility of the assignment(s).
- v) The proposed full time team during Program & Project Management Phase shall be available and stationed at MoT in New Delhi on all the working days of MoT, and on public holidays also as and when necessary, as felt necessary by the ministry. This is necessary since the agency needs to support the ministry continuously throughout the consultancy period. The attendance of the personnel will be monitored by the ministry, or an authority so specified by MoT.

- vi) The successful bidder is advised to deploy experienced & qualified resources for the assignment during the TERM of the project to ensure the scope of work is delivered.
- vii) If at any point of time, MoT feels that a resource is not upto the mark, the replacement will be demanded in writing and will need to be obliged within 2 weeks. During such replacement, the incumbent shall be available for disposal of the task till the new resource comes on board.
- viii) The agency will provide the bio data of the resources engaged for the project for screening. If any specific work could not be completed due to poor manpower quality, at the time of review, the agency will provide a suitable substitute, if required. Any change of resource during the period of contract should be done only with the prior consent of MoT. For whatsoever reason provided the target for schedule of work shall not suffer.
- ix) The proposed full time team during Program & Project Management Phase has to follow the working hours, working days and Holidays of MoT, Gol.
- x) The proposed full time team during Program & Project Management Phase would follow the leave policy of the successful bidder organization.
- xi) The personnel proposed should possess good working knowledge of English language.

4.3 Key Personnel

The project is a multi-disciplinary initiative. This would require the selected Bidder to deploy best in class resources having specialized skills, education and relevant experience for successfully implementing the project within time, meeting the scope and quality. The continuity of deployed resources shall play a key role in meeting the project objectives. In the above context, the selected bidder should propose a team for the project.

The following points are stated in an objective manner:

- a) The selected bidder would propose the name and CVs of key personnel.
- b) These key personnel who would be working in the project shall be present during the technical presentation during the bid process.
- c) The Agency would strive to retain these key personnel for the 'Term' of the project. These key resources should not be withdrawn from the project, unless an explicit approval from MoT is sought for and received.
- d) No alternative proposal for any Key Personnel shall be made and only one CV for each personnel shall be furnished.
- e) The CV shall be summarily rejected if the educational qualification and experience of the Key Personnel proposed does not match with the requirements of the RFP document.

The requirements with regard to the **key personnel** are listed below.

#	Resource Type	Remarks
1	Project Director	To be present at the time of technical presentation
2	Project Manager	To lead the technical presentation
3	Enterprise Architect	To be present at the time of technical presentation
4	Business Analyst	To be present at the time of technical presentation
5	IT Infrastructure Architect	To be present at the time of technical presentation
6	Security Architect	To be present at the time of technical presentation
7	SME – Domain Expert	To be present at the time of technical presentation

4.4 Qualification & Experience Criteria of Resources

It has been envisaged that the deployed resources shall have the following minimum qualification and experience.

R.4	Project Director
Minimum Qualification	<ul style="list-style-type: none"> Full Time BE/ BTech/ MCA/M.Sc. (IT) from UGC recognised university/Institute in India
Optional Qualification	<ul style="list-style-type: none"> MBA
Minimum Experience	<ul style="list-style-type: none"> 15+ years of experience in IT industry Experience of working on Government assignments Proven Project Management experience in managing large scale consultancy team for design, development and implementation of complex customised software application projects for any government/ private organisation in India and should have demonstrated project management methods, procedures and quality objectives, including metrics for assessing progress and risk mitigation etc. Awareness of various technologies including SOA, BPM, Workflow, Web Architecture, Web Services and Development Platforms and Tools. Maintains appropriate professional designations and up-to-date knowledge of current information technology techniques and tools. Good communication and problem resolving skills Lead the project progress and high-level risks/issues
Desired Experience	<ul style="list-style-type: none"> Experience in working in projects in tourism/ travel domain

R.1	Project Manager
Minimum Qualification	<ul style="list-style-type: none"> Full Time BE/ BTech/ MCA/M.Sc. (IT) from UGC recognised university/Institute in India
Optional Qualification	<ul style="list-style-type: none"> MBA
Certification	<ul style="list-style-type: none"> PMI PMP/ PRINCE2 or equivalent ITIL Foundation v3/v4
Minimum Experience	<ul style="list-style-type: none"> 10+ years of experience in IT industry Experience of working on Government assignments

R.1	Project Manager
	<ul style="list-style-type: none"> • Experience in executing Project in Agile Methodology • Experience in design, development and implementation of large multi-disciplinary teams of people to successfully deliver integrated and customised software application. • Proven Project Management experience in managing large scale application development team for design, development and implementation of complex customised software application projects for any government/ private organisation in India and should have demonstrated project management methods, procedures and quality objectives, including metrics for assessing progress and risk mitigation etc. • Awareness of various technologies including SOA, BPM, Workflow, Web Architecture, Web Services and Development Platforms and Tools. • Maintains appropriate professional designations and up-to-date knowledge of current information technology techniques and tools. • Proficient in MS Office, MS Project, MS Visio and other relevant tools.
Desired Experience	<ul style="list-style-type: none"> • Experience in working in projects in tourism/ travel domain

R.2	Business Analyst
Minimum Qualification	<ul style="list-style-type: none"> • Full Time BE/ BTech/ MCA/ M.Sc. (IT) from UGC recognised university/Institute in India
Optional Qualification	<ul style="list-style-type: none"> • MBA
Minimum Experience	<ul style="list-style-type: none"> • 6+ years of experience in IT industry • 2 relevant application experience (Requirement study, Project plan, DPR, RFP, change management plan, capacity building plan etc) • Experience in Bid process management • Experience in Program/ Project Management support • Proficient in MS Office, MS Project, MS Visio and other relevant tools
Desired Experience	<ul style="list-style-type: none"> • Experience in working in projects in tourism/ travel domain

R.5	Enterprise Architect
Minimum Qualification	<ul style="list-style-type: none"> • Full Time BE/ BTech/ MCA/M.Sc. (IT) from UGC recognised university/Institute in India
Optional Qualification	<ul style="list-style-type: none"> • MBA
Certification	<ul style="list-style-type: none"> • Should have industry standard certification such as TOGAF or equivalent
Minimum Experience	<ul style="list-style-type: none"> • 15+ years of experience in IT industry • Demonstrated ability to analyse business requirements and drive high level architecture diagrams and technical designs, data analysis, mapping and modelling, use cases, DFDs, Design patterns,

R.5	Enterprise Architect
	<p>Integration framework, architecture management frameworks, system architecture & deployment, enterprise application development etc.</p> <ul style="list-style-type: none"> • Minimum 5 years of experience in designing large scale complex heterogeneous IT projects. • Experience of SDLC, Agile Methods • 3 application implementation experience on the different business functions • Awareness of various technologies including SOA, BPM, Workflow, Web Architecture, Web Services and Development Platforms and Tools. • Proficient in MS Office, MS Visio and other relevant tools.

R.6	IT Infrastructure Architect
Minimum Qualification	<ul style="list-style-type: none"> • Full Time BE/ BTech/ MCA/M.Sc. (IT) from UGC recognised university/Institute in India
Optional Qualification	<ul style="list-style-type: none"> • MBA
Certification	<ul style="list-style-type: none"> • Should have industry standard certification such as ISACA, CISSP, CISM
Minimum Experience	<ul style="list-style-type: none"> • 10+ years of experience in IT industry • Minimum 6 years of experience as IT Infra & Security Architect • Demonstrated ability to take responsibility for overall IT Infrastructure design and architecture including DC-DR • Experience in sizing the required Network bandwidth and for Server Load Balancing requirements. • Experience in design of network architecture for large scale distributed and heterogeneous environments • Worked closely with IT architects, other functional area architects and security specialists to ensure adequate security solutions are in place and mitigate the identified risks sufficiently • Minimum 5 years of experience in designing large scale complex heterogeneous IT projects. • Experience of SDLC, Agile Methods • Proficient in MS Office, MS Visio and other relevant tools.

R.7	Security Architect
Minimum Qualification	<ul style="list-style-type: none"> • Full Time BE/ BTech/ MCA/M.Sc. (IT) from UGC recognised university/Institute in India
Optional Qualification	<ul style="list-style-type: none"> • MBA
Certification	<ul style="list-style-type: none"> • Should have industry standard certification such as CSSA, ISAAP, etc
/Minimum Experience	<ul style="list-style-type: none"> • 10+ years of experience in IT industry • Minimum 6 years of experience as Security Architect • Experience in designing network security architecture, including firewall, intrusion detection systems, intrusion prevention systems,

R.7	Security Architect
	<p>encryption, PKI and key management and have experience for defining the integrated security architecture in close coordination with the other system components</p> <ul style="list-style-type: none"> • Worked closely with IT architects, other functional area architects and security specialists to ensure adequate security solutions are in place and mitigate the identified risks sufficiently • Minimum 5 years of experience in designing large scale complex heterogeneous IT projects. • Experience of SDLC, Agile Methods • Proficient in MS Office, MS Visio and other relevant tools.

R.9	Subject Matter Expert - Domain
Minimum Qualification	<ul style="list-style-type: none"> • Full Time Graduate from UGC recognised university/Institute in India
Optional Qualification	<ul style="list-style-type: none"> • MBA
Minimum Experience	<ul style="list-style-type: none"> • 10+ years of experience in industry out of which 6+ years in Tourism Domain • Experience in Program/ Project Management support • Good communication skills • Stakeholder Management • Proficient in MS Office, MS Project and other relevant tools
Desired Experience	<ul style="list-style-type: none"> • Experience in working in international tourism

5. Project Deliverables & Time Line

Time shall be the essence for the project which would be done by the selected agency. The agency shall therefore fully abide by various time limits as prescribed for different assignments and the performance of the agency shall be judged as per the adherence to such quality and time parameters as laid down for the respective work.

Project Component	Deliverables	Timeline (Max Limit)
Inception Report	Successful submission of the project inception report	T0 + 15 days
NDTM Mission document	Successful submission of the NDTM Mission document	T0 + 45 days
NDTM Strategy and Roadmap	Successful submission of the strategy & roadmap document as per scope of work	T0 + 90 days
NDTM DPR	Successful submission of the detailed project report (DPR) document as per scope of work	T1 = T0 + 120 days
Open Standards & Data Exchange Protocols	Successful submission of the Open standards & data exchange protocols document	T0 + 130 days
Data Sharing Policy	Successful submission of the Data sharing Policy document	T0 + 140 days
RFP for Main Implementing Agency	Successful submission of RFP for Main Implementing Agency	T2 = T1 + 3 months
RFP(s) for Other Implementing Agency(s)	Successful submission of RFP for Other Implementing Agency(s)	T2 = T1 + 7 months
Change Management Plan	Successful submission of the Change Management Plan document	T0 + 8 months
Capacity Building Plan	Successful submission of the Capacity Building Plan document	T0 + 8 months
Onboarding of Main Implementing Agency	Successful onboarding of Main Implementation Agency	T3 = T2 + 3 months
Onboarding of Other Implementing Agency(s)	Successful onboarding of Other Implementing Agency(s)	T3 = T2 + 4 months
Main Implementing Agency contract signing	Successful signing of contract between MoT & Main Implementing Agency	T4 = T3 + 1 month
Other Implementing Agency(s) contract signing	Successful signing of contract between MoT & Other Implementing Agency(s)	T4 = T3 + 1 month
Meetings Proceedings	Proceeding document	Within 2 days of the meeting.
Progress Reports	Monthly Progress Reports	By 5 th of each succeeding

Project Component	Deliverables	Timeline (Max Limit)
		month
Project Deliverables	Derived Deliverables from the Strategy & Roadmap Documents	As per agreed timelines as defined from time to time.
Project Deliverables	Other deliverables (as per MoT's requirements)	As per agreed timelines as defined from time to time.

T0 = Contract Signing +15 days

The Program & Project Management Phase shall commence on successful onboarding of the Main Implementation Agency.

It is envisaged that NDTM would have a core platform which would be integrated with other building blocks. The agency onboarded to build the core platform is being referred as Main Implementing Agency.

A representation of the project deliverables & timelines along with payment milestones is as below:

NDTM Strategic PMU - Transaction Advisory Services Phase																	
#	Task / Milestone	M01	M02	M03	P1	M04	P2	M05	M06	M07	P3	M08	M09	M10	P4	M11	P5
1	Team Mobilization																
2	Inception Report																
3	NDTM Mission document																
4	NDTM Strategy and Roadmap				15%												
5	NDTM DPR					10%											
6	Define Protocols Open Standards																
7	Define Protocols Data Exchange																
8	Data Sharing Policy																
9	Approval of RFP for Main Implementing Agency										30%						
10	Approval of RFP(s) for Other Implementing Agency(s)												13%				
11	Change Management Plan																
12	Capacity Building Plan																
13	Bid Process for Main Implementing Agency																
14	Bid Process for Other Implementing Agency(s)																
15	Onboarding of Main Implementing Agency														25%		
16	Onboarding of Other Implementing Agency(s)																
17	Contract Signing with Main Implementing Agency																7%
18	Contract Signing with Other Implementing Agency(s)																

NDTM Strategic PMU - Program & Project Management Phase																			
#	Task / Milestone	M12	M13	M14	P6	M15	M16	M17	P7	M18	M19	M20	P8	M21	M22	M23	P9	M24	P10
1	Program & Project Management				QP				QP				QP				QP		
2	Exit Management																		M24

Note: In case there is only one RFP then it would be considered as RFP for onboarding of Main implementing Agency then

1. **9, 10 payment would be 35% against 9**
2. **15 payment would be 30%**
3. **17 payment would be 10%**

M01 – M24 represents months.

P1 – P5 represents payment milestones for C.1

P6 – P10 represents payment milestones for C.2

6. Pre-Qualification/ Eligibility Criteria

The Bidder is expected to submit the following supporting documents with respect to the below-mentioned eligibility criteria together with the Technical Proposal:

6.1 Compliance to Rule 144 (xi) of GFR 2017

Bidder to mandatorily provide undertaking as provided in Form-14 (under Technical Forms) of this RFP stating the conformance to Rule 144 (xi) of GFR.

GUIDELINES FOR ELIGIBILITY OF A 'BIDDER FROM A COUNTRY WHICH SHARES A LAND BORDER WITH INDIA ' is mentioned in Annexure III of Order (Public Procurement No 1) dated 23.07.2020, issued by Department of Expenditure, Ministry of Finance, Govt. of India.

Details is available on website:

<https://doe.gov.in/sites/default/files/OM%20dated%202023.07.2020.pdf>

6.2 Pre-Qualification Criteria

S.No.	Basic Requirement	Eligibility Criteria	Documents Required
1	Legal Entity	The Bidder should be registered in India under the Indian Companies Act 1956/2013 or a partnership firm registered under the LLP Act 2008 and should have operated in India for a minimum of 5 years in IT Consulting Services as of March 31, 2022.	Copy of Certificate of Incorporation/ Registration (Bidder to provide chain of incorporation in case there is any change)
2	Annual Turnover	Annual Turnover of the bidder from Indian operations in IT consulting services during any of the three financial years during previous five years, i.e., from 2017-18 to 2021-22 (as per the last published audited balance sheets), should be at least INR 40 crores .	CA Certificate with CA's Registration Number/ Seal
3	Net worth Certificate	The net worth of the bidder, as on 31-Mar-2022, should be Positive	CA Certificate with CA's Registration Number/ Seal
4	Government Consulting Services	The bidder should have been working in the IT consultancy assignments for a minimum of 5 years having annual turnover of INR 2 Crore from Government/ Public Sector consulting services in India in any of the 3 financial years during the last 5 years.	Certificate from statutory auditor
5	Relevant Experience	The bidder should have experience of at least 1 project for delivering Enterprise Architecture framework of minimum value	Copy of Work Order / Contract to be attached (with clear

S.No.	Basic Requirement	Eligibility Criteria	Documents Required
		INR 1 Crore as on date of submission of bid	details around scope of work and value of the project).
6	Tax Registration	The bidder should have a registered number of i. GST ii. Income Tax / Pan number	Copies of relevant certificates of registration
7	Technical Resource	The Bidder must have a minimum strength of 100 fulltime resources on the payroll of the company in India as on date of bid submission.	Certificate from HR Dept. on company letterhead.
8	Blacklisting	The bidder should not have been blacklisted by any agency of the central government, public sector undertaking or by any department of State Government in India as on date of submission of bid	Self-certification. False certification and / or non-disclosure will lead to forfeiture of the EMD and disqualification from the evaluation process and blacklisting.
9	Power of Attorney	Power of attorney on a non-judicial stamp paper of appropriate value authorizing the representative of the bid to sign the bid against this RFP	Duly signed Power of Attorney / Latest Board Resolution.
10	EMD	Refer data sheet	Demand Draft / Bank Guarantee

Technical Proposal of bidders will be evaluated only those who qualify the Pre-qualification criteria.

6.3 General Instruction of Bidding Process

- This invitation for bids is open to all Indian firms who fulfil prequalification criteria as specified in the RFP.
- Consortium is not allowed.
- Breach of general or specific instructions for bidding, general and special conditions of contract with MoT or any of its user organizations during the past 3 years may make a firm ineligible to participate in bidding process.
- Any specific Company can submit only one bid, and a single company submitting more than one bid shall be disqualified and liable to be black-listed.
- Terms and conditions of e-procurement tendering process is mandatory to all the bidders.

7. Technical Evaluation Model

MoT will form a 'Committee' to evaluate the proposals submitted by the bidders for a detailed scrutiny. During evaluation of proposals, MoT, may, at its discretion, ask the bidders for clarification of their Technical Proposals. Only those proposals meeting the pre-qualification criteria will be evaluated as per the criteria mentioned below:

#	Criteria	Documentary Evidence	Marks	Max. Marks
A	Past Experience of the Organization			22
1	Experience of assisting as Knowledge Partner for Enterprise architecture framework	Work Order/ Client Letter/ Job Completion certificate/ Contract	EA Designing - 05	05
2	Experience of assisting as Knowledge Partner/ PMU for IT Projects for minimum value INR 1 Crore each as on date of bidding	Work Order/ Client Letter/ Job Completion certificate/ Contract	DPR 01 Project - 02 02-03 Projects - 03 > 03 Projects - 05 RFP & Bid Processing 01 Project - 02 02-03 Projects - 03 > 03 Projects - 05 Monitoring & Support 01 Project - 02 02-03 Projects - 03 > 03 Projects - 05	15
3	Experience of assisting State Government(s) in India/ Central Govt Ministries as Knowledge Partner/ PMU for Travel/ Tourism Domain with minimum value INR 1 Crore as on date of bidding	Work Order/ Client Letter/ Job Completion certificate	01-02 programs - 01 More than 2 programs - 02	02

#	Criteria	Max. Marks
B	Team Experience	48
1	<p>Project Manager</p> <p>Present two (2) case studies of the projects handled by the resource which are relevant to this project. demonstrating experience in delivering Enterprise Architecture Framework including Designing, DPR comprising of project plan, change management, capacity building, roll out plan and lead the RFP & Bid Process management.</p> <p>Should have experience in delivering IT project as Project Manager. Experience working with Government agencies / multilateral / bilateral agencies. Experience on multi sector projects for 5 years and have managed teams across locations. Should be able to demonstrate understanding of the current project.</p>	10

#	Criteria	Max. Marks
B	Team Experience	48
2	Enterprise Architect Present two (2) case studies of the projects handled by the resource which are relevant to this project and must have experience of working on assignment as Solution, Data, Business, Technology, Application Architect on a large scale complex heterogenous IT project. Working with government agencies / on Government Projects would be preferred. Should have managed teams across locations.	10
3	Business Analyst Present one (1) case study of the project handled by the resource which is relevant to this project and having experience of working as business analyst with hands-on experience in Requirement gathering, writing Functional Requirements Specifications (FRS), Software Design Document, Test cases. Should have participated in conducting testing. Working in government agencies would be preferred.	5
4	IT Infrastructure Architect Present one (1) case study of the project handled by the resource which is relevant to this project and must have experience of working as IT Infrastructure with hands-on experience in designing Networks – sizing of network bandwidth and load balancing, infrastructure management including DC-DR, and identify the gaps, strategic impacts, and the risk profile in the technical solutions. Should have participated in conducting testing. Working in Government agencies would be preferred.	8
5	Security Architect Present one (1) case study of the project handled by the resource which is relevant to this project and must have experience of working as Security Architect with hands-on experience in security protocols including reviewing the information security architectures prepared for the project and identify the gaps, strategic impacts, and the risk profile in the technical solutions. Should have participated in conducting testing. Working in Government agencies would be preferred.	8
6	SME – Domain Expert Present two (2) case study of the project handled by the resource which is relevant to this project and having experience of working as SME in Tourism Industry with hands-on experience in conceptualizing the digital tourism mission. Working in Government agencies would be preferred. International tourism exposure would be an added advantage.	7

#	Criteria	Max. Marks
C	Approach & Methodology Evaluation (Presentation Must be led by the Project Manager and key resources proposed for the assignment)	30
1	Presentation should cover the following but not limited to: <ul style="list-style-type: none"> • Understanding of Tourism Ecosystem in India • Understanding of Objectives and examples from similar activities from other countries including framework • Understanding of Federated enterprise architecture • Understanding of the scope & proposed software development methodology • Understanding of Government e-Governance eco-system • Strategic Thinking • Security & Data Architecture 	30

#	Criteria	Max. Marks
C	Approach & Methodology Evaluation (Presentation Must be led by the Project Manager and key resources proposed for the assignment)	30
	<ul style="list-style-type: none">• Change Management including Roll Out Plan• Capacity Building• Proposed Resource Deployment Plan	

Financial Proposal of only those bidders will be opened who secure 70 marks as per the above evaluation criteria.

8. Payment Schedule

8.1 Payment Terms

The expected timeline for payment has been laid down by taking 'T0' as the referential time frame, where 'T0' represents the date of issue of Contract Signing +15 days.

It is important to note that these payment milestones are not the same as timelines for delivery of tracks. The non-delivery of the items in alignment with the timelines for delivery would trigger relevant penalty clauses mentioned in the RFP.

The cost components for the services being procured under this RFP are mentioned in 'Annexure A: Financial Proposal'. The same may be referred.

#	Cost Head	Payment Milestone	Payment
1	C.1	Approval of NDTM Strategy & Roadmap	15% of cost quoted in C.1
2	C.1	Approval of NDTM DPR	10% of cost quoted in C.1
3	C.1	RFP for Main Implementing Agency	30% of cost quoted in C.1
4	C.1	RFP(s) for Other Implementing Agency(s)	13% of cost quoted in C.1
5	C.1	Onboarding of Main Implementing Agency	25% of cost quoted in C.1
6	C.1	Successful signing of contract with Main Implementing Agency	7% of cost quoted in C.1

Note: In case there is only one RFP then it would be considered as RFP for onboarding of Main implementing Agency then

1. **Sl No 3 payment would be 35%**
2. **Sl No 4 is Null & Void**
3. **Sl No 5 payment would be 30%**
4. **Sl No 6 payment would be 10%**

#	Cost Head	Payment Condition	Payment
1	C.2	The charges for Program & Project Management Phase will be paid in the form of Quarterly Payment (QP) after successful completion of the respective quarters on submission of Invoice along with the requisite reports by the Successful bidder	3 months of cost as per C.2 to be paid quarterly for 4 quarters followed by one month cost as per C.2 to be paid for the last month post successful completion of Exit Management

Note: The successful bidder would be responsible for writing RFP(s) and corresponding bid process management as per approved DPR. In case of re-tender (maximum of 2 re-tenders) for each RFP created, the successful bidder would not charge anything extra to MoT.

8.2 Work Outside Delhi/NCR

All travel expense outside Delhi/NCR for official purpose with the permission of competent authority shall be paid directly or reimbursed by MoT, in such cases where arrangements are not being made by MoT:

Reimbursement (max limit) will be as per below matrix.

Travel	The actual travel fare by III Class AC in train or any other mode not exceeding the fare by III AC in train will be paid to the personnel. The journey by Flight in economy class will be allowed with pre-sanction in writing by the department for which the personnel shall furnish a request in writing duly mentioning the need for such air travel and the decision of the department shall be final.
Hotel	Category A cities- INR 4000/- per day Category B cities- INR 3500/- per day Category C cities- INR 2500/- per day
Food	The expense for the food has to be borne by the personnel only.

Category A	Mumbai, Chennai, Kolkata, Bengaluru, Hyderabad, Ahmedabad, Pune
Category B	Other State Capitals & Major Cities – Nagpur, Baroda, Kanpur, Cochin, Ludhiana, Indore, Ajmer, Agra, Vishakhapatnam, Allahabad, Vijayawada, Mysore
Category C	All other locations

All expenses are inclusive of applicable taxes.

In case of travel by train/ taxi/ bus, the claim will be restricted to actual expenditure incurred for official work purpose only, subject to production of bills.

- To claim reimbursement, the agency resource(s) needs to submit the Travel Expense Claim to MoT along with the relevant bills/vouchers, boarding passes, tickets and hotel bills and approval from the authorized approving authority **within four weeks** from the date of return from the trip.
- Submission of hotel bills is mandatory with the Travel Expense Claim.
- For local travel during official visit to and within Delhi/NCR, agency resource(s) will make their own arrangements. There will be no reimbursements for travel to and within Delhi/NCR.
- For International Travel reimbursement will be as per actuals within the limits and guidelines approved by Government of India.
- Team members should have their own laptops, data cards and other peripherals including mobile phone during travel.

9. Penalty Clauses

9.1 Penalty during various phases of the project

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
Inception Report	Successful submission of Inception Report document	T0 + 15 days	After T0+15 days, a penalty of 1% of contract value per week and part thereof up to the maximum value of 3% of the contract value. Delay beyond Three (03) weeks would lead to termination of contract.
NDTM Mission document	Successful submission of the NDTM mission document	T0 + 45 days	After T0+45 days, a penalty of 1% of C.1 value per week and part thereof up to the maximum value of 5% of the C.1 value. Delay beyond Five (05) weeks would lead to termination of contract.
NDTM Strategy and Roadmap	Successful submission of the NDTM strategy & roadmap document	T0 + 90 days	After T0+90 days, a penalty of 1% of C.1 value per week and part thereof up to the maximum value of 5% of the C.1 value. Delay beyond Five (05) weeks would lead to termination of contract.
NDTM DPR	Successful submission of the detailed project report (DPR) document	T1 = T0 + 120 days	After T1=T0+120 days, a penalty of 1% of C.1 value per week and part thereof up to the maximum value of 5% of the C.1 value. Delay beyond Five (05) weeks would lead to termination of contract.
Open Standards & Data Exchange Protocols	Successful submission of the Open standards & data exchange protocols document	T0 + 130 days	After T0+130 days, a penalty of 1% of C.1 value per week and part thereof up to the maximum value of 5% of the C.1 value. Delay beyond Five (05) weeks would lead to termination of contract.
Data Sharing Policy	Successful submission of the Data sharing Policy document	T0 + 140 days	After T0+140 days, a penalty of 1% of C.1 value per week and part thereof up to the maximum value of 5% of the C.1 value. Delay beyond Five (05) weeks would lead to termination of contract.
RFP for Main Implementing Agency	Successful submission of RFP for core building block	T2 = T1 + 3 months	After T2=T1+3 months, a penalty of 1% of C.1 value per week and part thereof up to the maximum value of 5% of the C.1 value. Delay beyond Five (05) weeks would lead to termination of contract.
RFP(s) for Other Implementing Agency(s)	Successful submission of RFP(s) for Other Implementing Agency(s)	As per agreed timelines.	After one week of agreed timeline, a penalty of 0.5% of C.1 value per week and part thereof up to the maximum value of 2.5% of the C.1 value.
Change	Successful	T0 + 08 months	After T0+8 months, a penalty of 1% of C.1

Project Component	Deliverables	Timeline (Max Limit)	Value of Penalty
Management Plan	submission of the Change Management Plan document		value per week and part thereof up to the maximum value of 5% of the C.1 value. Delay beyond Five (05) weeks would lead to termination of contract.
Capacity Building Plan	Successful submission of the Capacity Building Plan document	T0 + 08 months	After T0+8 months, a penalty of 1% of C.1 value per week and part thereof up to the maximum value of 5% of the C.1 value. Delay beyond Five (05) weeks would lead to termination of contract.
Meetings Proceedings	Proceeding document	Within 2 days of the meeting.	After 2 days additional buffer day will be provided. Thereafter, a penalty of 0.25% of contract value per working day of delay.
Progress Reports	Monthly Progress Reports	By 5 th of each succeeding month	After 5 th of succeeding month, a penalty of 0.50% of contract value per 3 days and part thereof up to the maximum value of 2.5% of the contract value. Delay beyond 15 days would lead to termination of contract.
Project Deliverables	Derived Deliverables from the Strategy & Plan Documents	As per agreed timelines as defined from time to time.	After 3 days of agreed timeline, a penalty of 0.5% of C.1 value per 3 days and part thereof up to the maximum value of 2.5% of the C.1 value.

T0 = Contract Signing +15 days

Important Notes:

- These SLAs shall be strictly imposed, and a third-party audit/evaluation agency shall be deployed for certifying the performance of the Agency against the target performance metrics as outlined in the tables above.
- All penalties shall be calculated on a quarterly basis unless stated otherwise. If the delays are on the part of MoT, then that span of time will be excluded for the purpose of calculation of penalty.

9.2 Other Penalties

- a) Replacement of resources shall generally not be allowed. The replacement of resource by the bidder shall be allowed only in the case, where the currently deployed resource(s) leaves the organization by submitting his/her resignation. In such cases bidder needs to take prior approval from MoT before providing replacement.
- b) The replaced resource will be accepted by MoT only if he/she meets the minimum qualification and experience criterion as mentioned in this RFP and is found suitable to their satisfaction. The outgoing resource should complete the knowledge transfer with the replaced resource as per the satisfaction of MoT.

- c) In case of failure to meet the requirement of the client (which includes efficiency, cooperation, discipline and performance) MoT may ask bidder to replace the resource.
- d) Bidder is not allowed to replace the 'key resources' whose profile has been submitted at the time of bidding process along the bid documents, with in the First year of the contract from the Date of Commencement. Further in un-avoidable circumstances (such as illness & death against the concerned personnel) where bidder is not able to retain the 'key resource' quoted in the bid, MoT may allow exceptions subject to bidder providing replacement within 15 days with equivalent or higher experience. MoT reserves the right to impose the penalty (except under unavoidable conditions) as mentioned below: "
- i. **Within First 6 Months:** - INR 1,00,000 (Rupees One Lakh) per resource per month during the period of non-availability for one year from the Date of Commencement.
 - ii. **From 6 months to 1 Year:** - INR 50,000 (Rupees Fifty Thousand) per resource per month during the period of non-availability for one year from the Date of Commencement.
 - iii. A penalty of INR 2,00,000 (Two Lakh) per resource per month during the period of non-availability for one year from the Date of Commencement will be levied if a resource that has not resigned and is removed/shifted from the project by the bidder.

10. Bidding Process

10.1 Time Schedule for Bidding

Tender reference No:	As mentioned in e-Procurement portal
Date of issue of RFP	As mentioned in e-Procurement portal
Non Refundable Tender Processing Fee	As mentioned in e-Procurement portal
EMD	As mentioned in e-Procurement portal
Pre-bid meeting & venue	Ministry of Tourism, Transport Bhawan, 1, Parliament Street, New Delhi 110 001
Last Date for Receiving Queries	As mentioned in e-Procurement portal
Last Date and Time for submission of Bids	As mentioned in e-Procurement portal
Venue, Date & Time of Opening Of Technical Bids	As mentioned in e-Procurement portal
Venue, Date & Time of Opening Financial Bids	As mentioned in e-Procurement portal
Contact Person, Phone No. and Email	Mr. Roshan M Thomas Deputy Secretary, Ministry of Tourism, Transport Bhawan, 1, Parliament Street, New Delhi 110 001. Phone: 011- 23724175 Email:

1. Please visit web site <<https://tourism.gov.in/>> or <<https://eprocure.gov.in>> for full details
2. Complete sets of bidding documents will be available for free download, by interested bidders, from the e-Procurement portal of the Government of India.
3. It will be in the interest of the bidders to familiarize themselves with the e Procurement system to ensure smooth preparation and submission of the tender documents.

4. The Bidders are advised to submit the Bids well in advance of the deadline as MoT will not be liable or responsible for non-submission of the bids on account of any technical glitches or any problems in connectivity services used by the bidder.

10.2 Site Visit

The Bidder if so desires, may visit and examine the project sites, and revalidate all the information required for preparing their response document to the bid. The cost of such visits to the sites shall be at the bidder's expense. The bidder and any of its personnel or agents will be granted permission by MoT to enter its facilities at various locations in the state for the purpose of such visits, but only upon the condition that the bidder, its personnel, and agents, will indemnify the MoT/ Gol from and against all liability in respect thereof, and will be responsible for death or personal injury, loss of or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such inspection, undertaken by the bidder. The Bidder shall at its own risk; peril; cost and liability undertake site visits to designated facilities in the state.

10.3 Due Diligence by Applicants

Applicants are encouraged to inform themselves fully about the assignment and the local conditions before submitting the bids.

10.4 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid including cost of presentation for the purposes of clarification of the bid, if so desired by MoT. MoT will in no case be responsible or liable for those costs, regardless of the outcome of the tendering process.

10.5 Validity of Proposals

- a) Proposals shall remain valid for a period of bid validity as mentioned in the data sheet section above. A proposal valid for shorter period may be rejected as non-responsive.
- b) MoT may solicit the bidders' consent to an extension of Proposal validity (but without the modification in Proposals). A bidder may refuse the request and such refusal shall not be treated as withdrawal of Bid and in such circumstances bid security shall not be forfeited Bidders that agree to an extension of the period of validity of their bids shall extend or get extended the period of validity of bid securities submitted by them or submit new bid securities to cover the extended period of validity of their bids. A bidder whose bid security is not extended, or that has not submitted a new bid security is considered to have refused the request to extend the period of validity of its Bid.

10.6 Clarification of Tender Document

A prospective bidder requiring any clarification of the tender document may notify MoT in writing along with a soft copy in excel format at MoT's correspondence email address before the date mentioned in under the 'important dates' section. MoT representative will respond to any request for clarification of the tender document in the pre-bid conference, which will be held as per the table of important dates given. MoT's response will be sent to all prospective bidders who have received the tender document. The clarification shall be asked as per the given format. Queries not adhering to this format will not be responded to.

Sr. No	Page No of the RFP Document	Section No of the RFP Document	Proposed Change	Reason of Proposed Change
1				
2				

10.7 Pre-Bid meeting

- a) All those bidders who have obtained/purchased bid document can participate in pre-bid meeting to seek clarification on the bid, if any.
- b) Not exceeding two employees from each of the bidding firm/ company/ organization are invited to attend the Pre-Bid Conference at their own cost, which is to be held at the venue indicated above.
- c) The purpose of the meetings will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- d) The Bidder is requested, to submit any questions in writing to reach MoT as per the dates mentioned above. It may not be practical at the Pre-Bid Conference to answer questions received late. MoT will respond to any request for clarification to queries on the tender document, received not later than the dates prescribed in Invitation for Bids / Key events and dates. The clarifications (including the query but without identifying the source of inquiry) will be uploaded on the e-tendering portal.
- e) MoT at its discretion will conduct the Pre-Bid Conference in physical, virtual or hybrid mode.
- f) Non-attendance at the Pre-Bid Conference will not be a cause for disqualification of a Bidder.

10.8 Clarification

- a) A prospective bidder requiring any clarification of the bidding documents may notify MoT contact person. Written copies of the response (including an explanation of the query but without identifying the source of inquiry) will be shared with all prospective bidders that have received the bidding documents.
- b) The concerned contact person will respond to any request for clarification of bidding documents, which it receives no later than bid clarification date mentioned in the notice prior to deadline for submission of bids prescribed in the tender notice. No clarification from any bidder shall be entertained after the close of date and time for seeking clarification mentioned in tender call notice. It is further

clarified that MoT shall not entertain any correspondence regarding delay or non-receipt of clarification.

10.9 Amendment of Tender Document

At any time prior to the last date / time for receipt of bids, MoT may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, reserves the right to modify the tender document by issuing an amendment. The amendment will be notified in e-procurement portal and will be binding on the bidders. In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, MoT may, at its discretion, extend the last date for receipt of bids.

10.10 Bid Preparation

10.10.1 Language of Bids

The Bids prepared by the bidder and all correspondence and documents relating to the bids exchanged by the bidder and MoT, shall be written in the English language. If any supporting document and printed literature furnished by the Bidder is in a language other than English then the same should be accompanied by an accurate English translation in which case, for purposes of interpretation of the bid, the English translation shall govern. However, such translations shall be certified by the agency that has done the translations.

10.10.2 Bid Format

The Bidder shall upload the digitally signed scanned copies of the Proposal in e-Procurement, as given below:

A. Pre-Qualification Bid

1. A letter on bidders letter head
 - I. Describing the pre-qualifying technical competence and experience of the bidder,
 - II. Certifying that the period of validity of bids is <no of days as per data sheet above> from the last date of submission of bid,
 - III. Asserting that the bidder is quoting for all the items mentioned in the tender,
 - IV. Accepting all terms of this RFP
2. All forms mentioned in RFP document along with the requisite documents asked in the respective forms to prove that the bidder meets the eligibility criteria.
3. Power-of-attorney granting the person signing the bid, the right to bind the bidder as the 'Constituted attorney of the Agency'.
4. Permanent Account Number (PAN) from INCOME TAX authorities of area of operation of the bidder.

B. Technical Bid as per specified criteria

The Technical Bid document shall detail all the information sought from the bidders and required for MoT to evaluate the bids as prescribed as part of the technical evaluation in Section 7 of this document. Hence it is mandatory that the bidders read this section in conjunction with the technical evaluation section to provide information as necessary and adequate to evaluate the proposals.

C. Commercial Bid Specified

The commercial bid shall be submitted for all requirements of MoT for the Request for Proposal (RFP) Selection of an agency for providing services as per details mentioned in the RFP

10.11 Procedure for Submission of Bids

10.11.1 Tender Processing Fees

Bidder can download the tender document for free from the e-Procurement portal till the due date and time for bid submission.

Note: It will be in the interest of the bidders to familiarize themselves with the e-Procurement system to ensure smooth preparation and submission of the tender documents.

10.11.2 Modes of Submission

All interested bidders shall pay EMD and submit their Technical and Commercial RFP responses electronically using the e-Forms in the e-Procurement platform. Companies shall submit the tenders only through the e-Procurement system before the scheduled date and time for bid submission. MoT will not be liable or responsible for any delays due to unavailability of the portal and the Internet link.

Bidders shall submit, along with their Bids, Earnest Money Deposit ("EMD") in the form of Insurance Surety bond/Bank Guarantee (Including e-Bank Guarantee) / A/c payee DD/FDR/Bankers Cheque as EMD (bid Security) as per the amendment of GFR, OM No. F 1/4/2022-PPD dated 05-08-2022 and which shall be valid for a period of 180 days from the last date of submission of the bid. Bid security in any other form will not be accepted.

10.12 Authentication of Bid

The bid response shall be signed by the bidder, or a person or persons duly authorized to bind the Bidder to the Contract. A written power-of-attorney accompanying the bid shall support a letter of authorization.

10.13 Validation of Interlineations in Bid

The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder, in which case such corrections shall be initialed by the person or persons signing the bid.

10.14 Financial Bid

The bidder shall indicate prices according to the Performa prescribed in the tender document.

10.15 Firm Price

Prices quoted by the bidder must be all inclusive, firm and final, and shall not be subject to any escalation whatsoever during the period of the contract. Prices should indicate the price at site and shall include all state and central taxes. Attention of the bidder is invited to the terms and conditions of payment given in RFP document.

10.16 Revelation of Prices

Prices in any form and for any reasons shall not be revealed in the pre-qualification bid or technical bid or before opening the commercial bid. In case such violation happens, then the bid shall be immediately rejected.

10.17 Terms and Conditions of Tendering Firms

In case any of the terms and conditions to the RFP is not acceptable to any bidder, clearly specify the deviation in the forms given in RFP. Similarly in case the equipment and services being offered has deviations from the schedule of requirements laid down, the bidder shall describe in what respects and to what extent the equipment and services being offered differ/ deviate from the specification, even though the deviations may not be very material. Bidder must state categorically whether or not their offer conforms to requirement specifications and schedule of requirements and indicate deviations, if any in section as part of the response to the bid. Any substantial deviation may lead to rejection of the bid by MoT.

10.18 Bid Submission

10.18.1 **Consortium and Sub-contracting**

1. The bid shall be submitted only as single entity firm. **Consortium or Joint venture shall not be allowed for the project.**
2. The bidder shall not Sub-Contract Scope of Work other than wherever specifically mentioned. The performance of the subcontracted agency shall be purely the responsibility of the bidder. The bidder shall be purely and wholly held responsible in case the subcontracted agency fails to perform. The bidder shall be fully responsible for all acts of commission and omission.

10.18.2 Modification and Withdrawal of Bids

No bid shall be withdrawn in the interval between the last date for receipt of bids, and the expiry of the bid validity period specified by the bidder in the bid. Withdrawal of a bid during this interval would result in forfeiture of the bidder's bid security.

10.18.3 Address for Correspondence

The bidder shall designate the official mailing address, place, telephone number, fax number and e mail address to which all correspondence shall be made by MoT. MoT will not be responsible for non-receipt of any communication sent by the bidder.

10.18.4 Clarifications

If deemed necessary, MoT may seek clarifications on any aspect from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. MoT may, if so desire, ask the bidder to give a presentation/ demonstration for the purpose of clarification of the tender. All expenses for this purpose, as also for the preparation of documents and other meetings, will be borne by the bidders.

10.18.5 Verification of Reference Installations

MoT, if considers necessary, may conduct verification of reference sites to satisfy themselves on the performance of the equipment/ services offered with reference to their requirements.

MoT will satisfy themselves on the veracity of the reference works with reference to performance indicators relevant to the requirements specified.

10.18.6 Contacting MoT

Bidder shall NOT contact MoT on any matter relating to this bid, from the time of the submission of bid to the time the contract is awarded. During this period, all-important notices will be published in the e-procurement portal.

Any effort by a bidder to influence MoT's bid evaluation, bid comparison or contract award decision may result in the rejection of the bid. Such an act on the part of the Bidder shall amount to misconduct and will be liable for appropriate action, as decided by MoT.

10.18.7 Bid Currency

Price shall be quoted entirely in Indian Rupees (INR).

10.18.8 Disqualifications

The bid is liable to be disqualified in the following cases:

- The Bid not submitted in accordance with this document.
- During validity of the bid, or its extended period, if any, the Bidder increases their quoted prices.
- Bid is received in incomplete form.
- Bid is not accompanied by all requisite documents.
- Information submitted in Technical Bid is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- Commercial bid/ pricing is uploaded in the Technical bid.

10.19 Earnest Money Deposit

An EMD of amount as mentioned in the data sheet (section 1.2(1)), must be submitted along with the Proposal. Proposals not accompanied by EMD shall be rejected as non-responsive. Earnest Money Deposit (EMD) shall be refunded to all the unsuccessful bidders within one month after award of the work to the successful/suitable bidder. The bidder is liable to pay liquidated damages and penalty imposed by the Tender Inviting Authority in the event of non-fulfillment of any of the terms or whole of the contract.

The EMD shall be forfeited:

- 1 If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form;
- 2 Or in case of a successful Bidder, if the Bidder fails:
 - To sign the Contract; or
 - To furnish the performance security.

10.20 Submission, Receipt and Opening of Proposals

10.20.1 The tendering authority will open all bids (only Technical Bids at the first instance) through the e- Tendering website, in the presence of Bidders or his representatives who choose to attend.

10.20.2 The Bidder's representative who is present shall sign an attendance register evidencing their attendance. In the event of the specified date of Bid opening being declared holiday for the tendering Authority, the Bid shall be opened at the appointed time and location on the next working day.

10.20.3 The Bidder's names, bid modifications or withdrawals, bid prices and the presence or the absence of requisite bid security and such other details as the tendering authority, at its discretion, may consider appropriate, will be announced at the time of opening. No Bid shall be rejected at the opening.

10.21 Correction of Arithmetic Errors in Financial Bids

The bid evaluation committee shall correct arithmetical errors in substantially responsive Bids on the following basis, namely:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected, unless in the opinion of the bid evaluation committee there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;
- b) If there is an error in a total price corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
- c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to clause (a) and (b) above.

10.22 Right to Accept or Reject Proposal

The tendering authority reserves the right to accept or reject any proposal, and to annul the proposal process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

10.23 Bid Selection Method

The selection method is **Quality cum Cost Based Selection (QCBS)**.

Technical Bid Score will get a weightage of 80% (denoted by ST) and Financial Bid Score a weightage of 20% (denoted by SF).

The process of selection of successful bidder for the purpose of award of contract shall be as follows:

A. Calculation of Technical Score (ST)

T = Technical Marks Obtain by the Individual Bidder

TH = Highest Technical Marks Obtain by Bidder

ST = Technical Score obtain by the Individual Bidder

Calculation of Technical Score (ST)

$ST = 100 \times (T/TH)$ (rounded off to 2 decimal places)

B. Calculation of Financial Score (SF)

F = Total Financial Bid amount quoted by individual Bidder

FL = Lowest Total Financial Bid amount quoted by individual Bidder

SF = Financial Score obtain by the Individual Bidder

Calculation of Financial Score (SF)

$$SF = 100 \times (FL/F) \quad (\text{rounded off to 2 decimal places})$$

C. Calculation of Final Composite Score (S)

The Final Composite Score (S) shall be computed for each firm by assigning 80% weightage to the Technical Score (ST) and 20% weightage to Financial Score (SF) using the formula given below:

$$S = (ST \times 0.8) + (SF \times 0.2) \quad (\text{rounded off to 2 decimal places})$$

Bidder with the highest final composite score will be awarded the contract. In case of a tie in the final composite score, the bidder with the higher Technical Score will be invited for negotiations and selection first.

10.24 Disqualification

The tendering authority may at its sole discretion and at any time during the evaluation of Proposal, disqualify any bidder, if the bidder has:

- a) Submitted the Proposal documents after the response deadline.
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- c) Exhibited a record of poor performance such as doing and abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years subject to any such termination should have been approved / upheld by any court decree or arbitral award against the bidder to such effect.
- d) Submitted a proposal that is not accompanied by required documentation or is nonresponsive.
- e) Failed to provide clarifications related thereto, when sought.
- f) Declared ineligible by central/ state government for corrupt and fraudulent practices or blacklisted subject to any such termination should have been approved / upheld by any court decree or arbitral award against the bidder to such effect.
- g) Submitted a proposal with price adjustment / variation provision.

10.25 Acknowledgement by Applicant

It shall be deemed that by submitting the bids, the Applicant has:

- made a complete and careful examination of the RFP;
- received all relevant information requested from the tendering authority;
- accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the ministry;
- satisfied itself about all matters, things and information, necessary and required for submitting an informed application and performance of all of its obligations thereunder;

- acknowledged that it does not have a Conflict of Interest; and
- agreed to be bound by the undertaking provided by it under and in terms hereof.

11. General Terms and Conditions

11.1 Application

These general conditions shall apply to the extent that provisions in other parts of the contract do not supersede them. For interpretation of any clause in the RFP or Contract Agreement, the interpretation of the tendering authority shall be final and binding on the firm/ company.

11.2 Applicable Law

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India.

11.3 Relationship Between Parties

Nothing mentioned herein shall be constructed as relationship of master and servant or of principal and agent as between the MoT and 'the firm/company'. The firm/company subject to this contract for selection has complete charge of personnel, performing the services under the Project executed by MoT from time to time. The Professional(s) provided by firm/company shall be fully responsible for the services performed by them or on their behalf hereunder. MoT will allocate work/assignment to the Professional(s) provided by firm/company.

11.4 Statutory Requirement

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/or rules/regulations, there-under or any amendment there of governing inter-alia customs, stowaways, foreign exchange etc. and shall keep MoT indemnified in this regard.

11.5 Indemnity

The Selected Bidder shall indemnify MoT from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

- a) Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third-party in connection with or incidental to this Contract; or
- b) Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/Third Party.

11.6 Right of Monitoring, Inspection and Periodic Audit

The tendering authority or its assignee reserves the right to inspect and monitor/ assess the progress/ performance at any time during the course of the contract, after providing due notice to the Selected Bidder. The tendering

authority or its assignee may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project. The tendering authority shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the tendering authority and the Selected Bidder undertakes to cooperate with and provide to the tendering authority or its assignee, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the tendering authority may, without prejudice to any other rights that it may have, issue a notice of default.

11.7 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by MoT, out of premises, without prior written permission from the MoT.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by MoT, whichever is earliest, return any and all information provided to the Selected Bidder by MoT, including any copies or reproductions, both hardcopy and electronic.

11.8 Standards of Performance

The Professional(s) provided by selected firm/ company shall give the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Professional(s) provided by selected firm/ company shall always act in respect of any matter relating to this contract as faithful advisor to MoT. The firm/company shall abide by all the Provisions/ Acts/ Rules etc. of information Technology prevalent in the country. The firm/ company shall conform to the standards laid down in RFP in totality.

11.9 Firm/company Personnel

The firm/company shall employ and provide such qualified and experienced personnel as may be required to perform the services as specified under the Scope of Work of this RFP. There are specialized domains mentioned under the Manpower Specification and it is desirable from the firm/company to deploy the personnel, who have adequate experience in the domain related with the project.

11.10 Documents/Knowledge Transfer

All the documents prepared and updated time-to-time by the firm/company under this contract shall be the exclusive property of MoT and will be handed over to MoT at the time of completion/ termination of the contract.

The Selected Agency shall obtain the sign-off from MoT or its nominee for all the documents submitted for this Project and shall make necessary changes as recommended by MoT before submitting the final version of the documents.

The Selected Agency shall maintain logs of the internal review of all the deliverables submitted to MoT or its assignee(s). The logs shall be submitted to MoT or the designated agency on request.

11.11 Governing Language

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

11.12 Intellectual Property Rights (IPR)

The IPR in respect of all the processes, software, applications and components, developed in pursuance of this Project, shall vest with MoT, immediately on their creation. Following conditions apply:

- Ownership and Title: Title to all the enhancements, point updates and documentation, including ownership rights to patents, copyrights, trademarks and trade secrets therein shall be the exclusive property of MoT.
- All the deliverables submitted by firm/company under the contract will be the exclusive property of MoT.

11.13 Copyright

The full copyright of all creative and publicity material produced would rest with MoT for all time use. This would include full copyright of images used in the creative and publicity material.

11.14 Assignments

The firm/company shall not assign the project to any other agency, in whole or in part, to perform its obligation under the Contract, without prior written consent of MoT.

11.15 Award of Contract

On acceptance of Proposal for awarding the contract, the tendering authority will notify the successful bidders in writing that their proposal has been accepted and Contract Agreement will be signed. After signing of the Contract

Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties.

11.16 Project Governance (Monitoring of Contract)

- a) An officer or an agency or a committee of officers named **Contract Monitoring Committee (CMC)** may be nominated by procuring entity to monitor the progress of the contract during its delivery period.
- b) During the contract period the CMC shall keep a watch on the progress of the contract and shall ensure that quantity of service delivery is in proportion to the total delivery period given.
- c) If delay in delivery of service is observed a performance notice would be given to the selected bidder to speed up the delivery.

11.17 Bank Guarantee

- 1) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- 2) The Successful bidder has to submit Performance Bank Guarantee @ 10% of total order value (excluding tax) within 15 days from the date of issue of Lol for the duration of warranty of any of Nationalized Bank including the public sector bank or Private Sector Banks authorized by RBI or Commercial Bank (operating in India having branch at Delhi)
- 3) The Performance security shall be payable to MoT as compensation for any loss resulting from the successful bidder's failure to complete its obligations under the Contract.
- 4) The Performance Security will be discharged by the tendering authority and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- 5) In the event of any contract amendment, the bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract, as amended for further period.
- 6) No interest shall be payable on the PBG amount. The tendering authority may invoke performance bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidders.

11.18 Execution of Agreement

- a) A procurement contract shall come into force from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- b) The successful bidder shall sign the procurement contract within 15 days from the date on which the letter of acceptance or letter of intent is dispatched to the successful bidder.
- c) If the bidder, who's Bid has been accepted, fails to sign a written procurement contract or fails to furnish the required performance security

within specified period, the procuring entity shall take action against the successful bidder as per the provisions of the bidding document and Act. The procuring entity may, in such case, cancel the contract with the bidder and debar the bidder to participate in any future bid.

- d) The bidder will be required to execute the agreement on a non-judicial stamp of specified value at its cost and to be purchased anywhere in Delhi only.

11.19 Fraud and Corruption

MoT requires that firm/company selected through this RFP must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, MoT defines, for the purposes of this provision, the terms set forth as follows:

- "Corrupt practice," means the offering, giving, receiving or soliciting of anything of value to influence the action of MoT or any personnel of firm/company(s) in contract executions.
- "Fraudulent practice" means a miss-presentation of facts, in order to influence a procurement process or the execution of a contract, to MoT, and includes collusive practice among bidders (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive MoT of the benefits of free and open competition.
- "Unfair trade practices" means supply of services different from what is ordered on, or change in the Scope of Work, which was given by MoT in Section 4 of this document.
- "Coercive Practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- Will reject a proposal for award, if it determines that the bidder recommended for award, has been determined by MoT to having been and engaged in corrupt, fraudulent or unfair trade practices.
- Will declare a Firm/company ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it any time determines that the Firm/company has engaged in corrupts, fraudulent and unfair trade practice in competing for, or in executing the contract.

11.20 Plagiarism

The selected agency will at no time resort to plagiarism. MoT will not be a party to any dispute arising on account of plagiarism resorted to by the agency.

11.21 Confidentiality

Information relating to the examination, clarification and comparison of the proposals shall not be disclosed to any bidders or any other persons not officially concerned with

such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its proposal. Except with the prior written consent of the other party, no party, shall, at any time communicate to any person or entity any confidential information acquired in the course of the Contract. No party shall, without the other party's prior written consent, disclose contract, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract.

The confidentiality obligations shall survive after the termination of this Contract / completion of services for a period of one (1) year.

No party shall, without the other party's prior written consent, disclose contract, specifications, plan, pattern, samples or other documents to any person other than an entity employed by the affected party for the performance of the contract.

11.22 Deliverables

The selected bidder's firm/company should have to submit deliverables in hard/soft copy (including editable soft copy); as desired by MoT.

11.23 Termination

Under this Contract, MoT may by written notice terminate the contract agreement entered with the firm/company in the following ways:

- a. Termination by Default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to time schedule.
- b. Termination for Convenience in whole or in part thereof, at any time. However, termination for Convenience will be invoked with a notice period of one month.
- c. Termination for Insolvency if the firm/company becomes bankrupt or otherwise insolvent.

In all the three cases termination shall be executed by giving written notice to the firm/company. Upon termination of the contract, payment shall be made to the firm/company for:

- i. Services satisfactorily performed and reimbursable expenditures prior to the effective date of termination
- ii. Any expenditure actually and reasonably incurred prior to the effective date of termination

No consequential damages shall be payable to the firm/company in the event of such termination.

11.24 Force Majeure

Notwithstanding anything contained in the RFP, the firm/company shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delay in performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of the consulting firm/company and not involving the consulting firm/company's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, pandemics, quarantine restrictions and freight embargos. The decision of the MoT regarding Force Majeure shall be final and binding on the firm/company.

If a Force Majeure situation arises, the firm/company shall promptly notify to MoT in writing, of such conditions and the cause thereof. Unless otherwise directed by MoT in writing, the firm/company shall continue to perform its obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

11.25 Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

11.25.1 Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation 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 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause shall become applicable.

11.25.2 Resolution of Disputes

Ministry and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

If, after fifteen (15) days from the commencement of such informal negotiations, Ministry and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal

mechanisms, which may include, but are not restricted to, conciliation mediated by the Secretary, Ministry of Tourism, Gol.

All negotiations, statements and/or documentation pursuant to these disputed matter(s) shall be without prejudice and confidential (unless mutually agreed otherwise).

The time and resources costs of complying with its obligations under this Governance Schedule shall be borne by respective parties.

All Arbitration proceedings shall be held at Delhi, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

11.26 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Delhi courts situated in Delhi only.

11.27 Notice

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 in person to an authorized representative of the party to whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Contract Agreement.

11.28 Limitation of Liability

The aggregate liability of the Selected Agency under this agreement, or otherwise in connection with the services to be performed hereunder, shall be limited to the contract value. The preceding limitation shall also apply to liability arising as a result of the Selected Agency's fraud or wilful misconduct in performance of the services hereunder. In no event shall either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses (including but not limited to business interruption, lost business, lost profits, or lost savings) nor for any third-party claims even if it has been advised of their possible existence.

11.29 Validity of Contract

The validity of the contract is for "the Term" of the contract as per RFP Notice (Section 1.1) of this RFP document.

11.30 Others

- a) The Bidder will need to coordinate and approach various agencies working in the Tourism ecosystem during the course of providing the consultancy.

- b) The successful bidder is responsible to maintain documentation on the progress of the work and will have to update the same on regular basis. Bidder will have to submit the progress reports regularly, as per the guideline issued by MoT.
- c) Time is the essence of the Project and hence the bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workman like manner on a timely basis. If required and to meet SLAs, the bidder shall pool additional resources to ensure that work is completed within defined time frame.
- d) The bidder shall ensure that security measures, policies and procedures implemented are adequate to protect and maintain the confidentiality of the Confidential Information. Bidder also agrees and acknowledges that it shall adhere to reasonable security practices over all sensitive personal information of the said project as prescribed by various rules under I.T. Act, 2000 (as amended from time time).

12. Exit Management

The Exit Management will be governed by the Schedule II: Exit Management Schedule of the Contract document.

The Exit Management period shall start one (1) months before the expiry / Termination of the contract whichever is applicable as per agreed and approved Exit Management Plan.

Payment schedule P10 (refer to section 5 of this document) would be made post successful completion of Exit Management.

13. Annexure A: Forms and Template for Bid Response

Technical Proposal Forms

1. Form – 1: Covering letter
2. Form – 2: Declaration of Acceptance of Terms and Conditions in RFP
3. Form – 3: General Information about the bidder
4. Form – 4: Bidder's Annual Turnover and Net-worth Certificate
5. Form – 5: Bidder's Relevant Experience
6. Form – 6: Particulars of key professionals
7. Form – 7: CV's of key professionals
8. Form – 8: Approach, Work plan and Methodology
9. Form –9: Power of Attorney for authorised signatory
10. Form – 10: Undertaking on Being Not Black-Listed
11. Form – 11: Bank Guarantee for EMD
12. Form – 12: Bank Guarantee for PBG
13. Form – 13: Undertaking for Compliance of Rule 144 (xi) of GFR
14. Form – 14: Undertaking on Conflict of Interest

Financial Proposal Forms

1. Form – 1: Covering letter
2. Form – 2: Financial Bid

TECHNICAL PROPOSAL FORMS

Form – 1: Covering Letter

(On Bidder's Letter head)

(Date and Reference)

To,
The Deputy Secretary
Ministry of Tourism
Transport Bhawan, 1-Parliament Street
New Delhi 110 001

Sub: Request for Proposal (RFP) for "Selection of an Agency as Strategic PMU for NDTM"

We hereby propose to provide consulting services for "Selection of an Agency as Strategic PMU for NDTM" as outlined in your bidding document.

We have understood the instructions and the terms and conditions mentioned in the Bid Documents furnished by you and have thoroughly examined the detailed scope of work laid down by you and are fully aware of nature and scope of work required. We hereby confirm our acceptance and compliance to the provisions and terms & conditions contained in the Bid Documents.

We confirm that the prices quoted by us in the "Financial Bid" are firm and shall not be subject to any variation for the entire period of the contract.

We further confirm that any deviation to the clauses found anywhere in our Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any implication whatsoever to MoT, failing which the Earnest Money deposit may be forfeited.

We certify that all the information provided in our bid, including the information regarding the team members, is true. We understand that any wilful misstatement in the bid may lead to disqualification or cancellation of award if made or termination of contract. We also understand that in such a case we may be debarred for future assignments with MoT, for a period of maximum three years from the date of such disqualification.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form – 2: Declaration of Acceptance of Terms and Conditions in RFP

(On Bidder's Letter head)

(Date and Reference)

To,
The Deputy Secretary
Ministry of Tourism
Transport Bhawan, 1-Parliament Street
New Delhi 110 001

Subject: Request for Proposal (RFP) "**Selection of an Agency as Strategic PMU for NDTM**"

Ref. No.:

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document [No.] Regarding "**Selection of an Agency as Strategic PMU for NDTM**".

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form – 3: General Information about bidders

Requirements in Technical Bid	
Name of the Company / Firm	
Date of Incorporation (Registration Number & Registering DIT) GST No., PAN No.	
Legal Status of the Company in India & Nature of Business in India: <i>Public Ltd Company / Private / Partnership firm</i>	
Address of the Registered Office in India	
Date of Commencement of Business	
Address of the office in Delhi (if any)	
Details of the Contact Person: Name: E-mail id: Phone number Fax number	
Web-Site	

Note: Please provide incorporation certificate, PAN Card and GST registration details

Form – 4: Bidder's Annual Turnover and Net-worth Certificate
(On Applicant's Statutory Auditor's letterhead)

TURNOVER CERTIFICATE

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s-----and that the below mentioned details are true as per the Audited Financial Statements of M/s----- for the below mentioned years:

Sr. No	Financial Years	Annual Revenue
1	2017-18	
2	2018-19	
3	2019-20	
4	2020-21	
5	2021-22	

Note: -

Provide either Audited Balance sheet or CA Certificate with CA's Registration Number/ Seal for Turnover in the above format.

Net Worth Certificate

(On Applicant's Statutory Auditor's letterhead)

NET WORTH CERTIFICATE

Date:

This is to certify that we M/s----- are the statutory Auditors of M/s-----and that the below mentioned details are true as per the Audited Financial Statements of M/s-----for the below mentioned years:

S.No.	Items	2019-2020	2020-2021	2021-2022
1.	Net Worth			

Place:

Bidder's signature and seal.

Date:

Name of the Firm:

Note: Please attach CA Certificate with CA's Registration Number to confirming the figures provided above.

Form – 5: Bidder's Relevant Experience Certificate

Please provide information as per the criteria set so as to facilitate fair evaluation:

Assignment Name:		Country:
Location within Country:		Professional Staff Provided by your Firm / entity (profiles):
Name of Client:		No. Of Staff:
Address& Contact Number:		No. Of Staff-Months: Duration of assignment:
Start Date (Month/Year):	Completion Date (Month/Year):	Approx. Value of Services (in Rupees):
Name of Associated firm (s) if any:		No. Of Months of Professional Staff provided by Associated firm (s):
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:		

Note: Kindly attach work order / work completion certificate

Form – 6: Particulars of key professionals

Sr. No	Name	Educational Qualification	Length of Professional Experience	Present Employment (Name of the Employer & Employed Since)	Number of Eligible Assignments

Form – 7: CV's of key professionals

1	Proposed Position:	
2	Name of Firm:	
3	Name of Staff:	
4	DOB:	
5	Nationality:	
6	Education:	
7	Membership of Professional Associations:	
8	Other Training:	
9	Country of Work Experience:	
10	Language	
11	Detailed Task assigned:	
12	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned	

Year	Location	Employer	Main project feature	Position held	Activities performed

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Yours Sincerely

Name:

Designation:

Seal:

Date:

Place:

Form – 8: Approach, Work Plan and Methodology

The descriptive part of submission under this will be detailed precisely under the following topics.

A. Understanding of TOR [not more than Two pages]

iii. The Applicant will submit his understanding of the TOR specified in the RFP in a brief manner underlying the crucial and important aspects of it. The Applicant may supplement various requirements of the TOR if he considers this would bring more clarity and improvements over the existing requirements and assist in achieving the Objectives laid down in the TOR. Also the applicant will cite other assignments and campaigns with similar objectives and highlight the key takeaways and learnings relevant to this assignment.

B. Proposed Approach [not more than Two pages]

C. Methodology and Work Plan [not more than two pages]

The Applicant will submit his methodology for carrying out this assignment to achieve the Objectives laid down in the TOR. The Applicant will submit a brief write up on their proposed team and organization of personnel explaining how various areas of expertise needed for this assignment have been fully covered by their proposal. In case the Applicant is a consortium, it should specify how expertise of each firm is proposed to be utilized for this assignment. The Applicant should specify the sequence and locations of important activities, and quality assurance plan for carrying out the Consultancy Services.

Form – 9: Power of Attorney for Authorised Signatory
(On Rs. 100/- court stamp paper)

Know all men by these presents, we,
(Name of Firm and address of the office) do hereby constitute, nominate, appoint and registered.

Authorize

Mr./MS..... Son/daughter/wife and presently residing atWho is presently employed with/ retained by us and holding the position ofas our true and lawful attorney (hereinafter referred to as the "Authorized Representative") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection to work as Request for Proposal (RFP) for "**Selection of an Agency as Strategic PMU for NDTM**", including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to MoT, representing us in all matters before MoT, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the MoT in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with MoT.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Authorized Representative in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS..... DAY OF, 2019

For.....

(Signature, name, designation and address)

Witnesses:

1

2

Notarized

Accepted

(Signature, name, designation and address of the Attorney)

Form – 10: Undertaking on being not blacklisted

(On Rs. 100 court stamp paper)

iv. This is to certify that << **COMPANY NAME** >> is not blacklisted by the Government of India or any of its agencies for any reasons whatsoever and not blacklisted by Central / any other State/UT Government or its agencies for indulging in corrupt or fraudulent practices or for indulging in unfair trade practices and not backed out from executing the work after award of the work and is approved / upheld by any court decree or arbitral award against the bidder to such effect as on the bid submission date .

Company Secretary / Authorized Signatory

Name of Signatory:

Bidder Name:

Date

Place

Form – 11: Bank Guarantee for Earnest Money Deposit

v. To,

vi. <Name>

vii. <Designation>

viii. <Address>

ix. <Phone Nos.>

x. <Fax Nos.>

xi. <Email id>

xii. Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #

xiii. <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to Ministry of Tourism (MoT)

xiv. Know all Men by these presents that we << >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto Ministry of Tourism (MoT) (hereinafter called "the Purchaser") in the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

xv. The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

xvi. We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

xvii. This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

xviii. NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed INR <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid up to <<insert date>>)

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

xix. (Authorized Signatory of
the Bank)

xx. Seal:

Date:

Form-12: Bank Guarantee for PBG

Format for Performance Bank Guarantee

<Location, Date>

<Name>

<Designation>

<Address>

Whereas, <<name of the agency and address>> (hereinafter called "the applicant/agency") has undertaken, in pursuance of the contract no. <<insert contract no.>> dated. <<insert date>> to provide consulting services for <<name of the assignment>> to Client << client name>>. (Hereinafter called "the beneficiary") And whereas it has been stipulated by the said contract that the applicant/agency shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, <<Name of the Bank>> a banking company incorporated and having its head/registered office at <<address of the registered office>> and having one of its offices at <<address of the local office>> have agreed to give the agency such a bank guarantee/e-Bank Guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the agency, up to a total of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) and we undertake to pay you, upon your first written demand declaring the agency to be in default under the contract without cavil or argument, any sum or sums within the limits of Rs. <<Insert Value>> (Rupees <<insert value in words>> only) as aforesaid, without your needing to prove or 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 applicant/agency 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 be performed thereunder or of any of the contract documents which may be made between you and the applicant/agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<insert scheduled date of contract completion>>. Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs <<Insert Value>> (Rupees

<<insert value in words>> only).

II. This bank guarantee shall be valid up to <<insert scheduled date of contract completion>>.

III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<insert expiry date>> failing which our liability under the guarantee will automatically cease.

Form-13: Undertaking for compliance of rule 144(xi) of GFR

(Company letter head)

To

[Date]

<< Authorised Officer,
Ministry of Tourism,
New Delhi, India - 110001>>

Subject: Submission of Model Certificate in compliance of Rule 144 (xi) of GFR 2017

Dear Sir/Madam,

I have read the clause regarding restrictions on procurement from a bidder of a country which shares land border with India; I hereby certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

I have read the clause regarding restrictions on procurement of a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Form-14: Undertaking on Conflict of Interest

(Company letter head)

[Date]

To

<< >>

Sir,

Sub: Undertaking on Conflict of Interest

I/We, as the Implementation Agency, do hereby undertake that there is absence of, actual or potential conflict of interest on our part as the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with the Ministry of Tourism.

I/We also confirm that there are no potential elements (time-frame for service delivery, resource, financial or other) that would adversely impact our ability to complete the requirements as given in the RFP.

We undertake and agree to indemnify and hold Ministry of Tourism harmless during the term of the contract or twelve months thereafter against all claims, losses, damages, costs, expenses, proceeding fees of legal advisors (on a reimbursement basis) and fees of other professionals incurred (in the case of legal fees and fees of professionals, reasonably) by Min. of Tourism and/or its representatives, if any such conflict arises later.

Yours faithfully,

Authorized Signatory

Designation

Company Seal

FINANCIAL PROPOSAL

Form – 1: Covering Letter

(On Bidder's Letter head)

(Date and Reference)

To,
The Deputy Secretary
Ministry of Tourism
Transport Bhawan, 1-Parliament Street
New Delhi 110 001

Sub: Request for Proposal (RFP) for **"Selection of an Agency as Strategic PMU for NDTM"**.

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of my/our firm for the **"Selection of an Agency as Strategic PMU for NDTM"**

I/We agree that this offer shall remain valid for a period of 180 days (One Hundred and Eighty Days) days from the last date of submission of bid or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature of the Bidder)

Printed Name

Designation

Seal

Date:

Business Address:

Form – 2: Financial Bid

(To be filled in BOQ template and uploaded along with BID on CPPP)

Format C.0	Total Cost of Ownership							
#	Cost Format Reference	Project Component Cost (Excluding taxes)			Tax in %age	Total Cost (Incl of Taxes)		
All Cost to be quoted in INR								
1	C.1							
2	C.2							
	Total Cost (1+2) in Numbers							₹0.00
	Total Cost (1+2) in Words			<< To be entered manually>>				
FORMAT C.1			Transaction Advisory Services Phase					
#	Resource Type	Deployment	Quantity	Cost per resources per month (Excl Taxes)	Effort (in Person Month)	Total Price (excluding Taxes)	Tax in %age	Total Cost (inclusive of Taxes)
			A	B	C	D=AxBxC	E	F=D+(DxE)
All cost in INR								
1	Project Director	Part Time	0.25		11			
2	Project Manager	Part Time						
3	Business Analyst	Part Time						
4	Project Coordinator	Part Time						
5	Enterprise Architect	Part Time						
6	IT Infrastructure Architect	Part Time						
7	Security Architect	Part Time						
8	Data Architect	Part Time						
9	SME - Domain Expert	Part Time						
10	IT Procurement Expert	Part Time						
11	IT Sr. Consultant	Part Time						
12	IT Consultant	Part Time						
13	Resource Type 1	Part Time						
14	Resource Type 2	Part Time						
15	Resource Type 3	Part Time						
16	Resource Type 4	Part Time						
17	Resource Type 5	Part Time						
	Total Cost (Inclusive of Taxes)							₹ 0.00
	Total cost in words			<< to be entered manually>>				
FORMAT C.2		Strategic PMU - Program & Project Management Phase						
#	Resource Type	Deployment	Quantity	Cost per resources per month (Excl Taxes)	Effort (in Person Month)	Total Price (excluding Taxes)	Tax in %age	Total Cost (inclusive of Taxes)
			A	B	C	D=AxBxC	E	F=D+(DxE)
All cost in INR								
1	Project Director	Part Time	0.25		13			
2	Project Manager	Full Time	1		13			
3	Business Analyst	Full Time	1		13			
4	Project Coordinator	Full Time	1		13			
5	Enterprise Architect	Part Time						
6	IT Infrastructure Architect	Part Time						
7	Security Architect	Part Time						
8	Data Architect	Part Time						
9	SME - Domain Expert	Part Time						
10	IT Procurement Expert	Part Time						
11	IT Sr. Consultant	Part Time						
12	IT Consultant	Part Time						
13	Resource Type 1	Part Time						
14	Resource Type 2	Part Time						
15	Resource Type 3	Part Time						
16	Resource Type 4	Part Time						
17	Resource Type 5	Part Time						
	Total Cost (Inclusive of Taxes)							₹ 0.00
	Total cost in words			<< to be entered manually>>				

Note:

1. The deployment of resources will be as per requirement under the assignment.
2. The successful bidder is advised to deploy experienced & qualified resources for the assignment during the TERM of the project to ensure the scope of work is delivered.

14. ANNEXURE-B: Draft Contract

Refer Annexure-B for draft Contract.



**Ministry of Tourism
Government of India**

**Request for Proposal (RFP)
For
Selection of An Agency as 'Strategic PMU' for NDTM**

ANNEXURE - B: DRAFT CONTRACT

Ref No.: IT-13/7/2021-IT

Issued On: 11-August-2023

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1 MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT ("MSA") is made this day of _____ in the year Two Thousand and Twenty three.

Ministry of Tourism, << **Address** >>, INDIA, Government of India, intends to sign **Agreement** with the successful bidder for the establishment of Strategic PMU For implementation of National Digital Tourism Mission (NDTM). Given below is a draft of the MSA. Section 10 and Section 11 of this Contract document are the draft SLA and draft NDA respectively.

Master Services Agreement (MSA)

THIS AGREEMENT is made this ___ day of [], 2023, by and between:

- (I) The << designation of authorised signatory>>, Ministry of Tourism hereinafter referred to as "MoT" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns) of the FIRST PART;

AND

- (II) [] a registered company under the Indian Companies Act, 1956/2013 having a registered office at _____ and place of business at _____(hereinafter referred to as "SI") which expression, unless repugnant to the context or meaning thereof, shall mean and include its successors or permitted assigns) represented through its <<designation of authorized person>>, who is duly authorized by the System Integrator to execute this agreement, of the SECOND PART.

WHEREAS

RFP for Selection of An Agency as Strategic PMU for NDTM

- A. Min. Of Tourism intends to establish a Strategic PMU for the implementation of National Digital Tourism Mission (NDTM) with the ultimate objective of providing the envisioned services to the stakeholders.
- B. Min. of Tourism undertook selection of a suitable consulting organisation through a competitive bidding process for implementing the Project NDTM and in this behalf issued Request for Proposal (RFP) dated [] and issued to the qualified bidders;
- C. The consulting organisation (Agency) has been selected as the successful bidder to undertake the consultancy assignment by establishing a Strategic PMU for implementation of NDTM.
- D. Min. of Tourism intends to grant to the consulting organisation (Agency) the right to undertake and implement the Scope of work for NDTM on the terms and conditions set forth below for a period which starts from the date of Commencement and extends to the period as mentioned in section 2.6A.
- E. The consulting organisation in pursuance of its bid undertakes to implement the Scope of work provided in RFP during the term. As part of the acceptance inter alia, the consulting organisation (Agency) shall furnish the Performance Guarantee as defined in this Agreement;
- F. Now therefore, in view of the mutual promises and consideration set out herein, Min. of Tourism and the consulting organisation (each individually a "Party" hereto and collectively the "Parties") have agreed to enter into this Master Services Agreement ("MSA") to govern the way in which consulting organisation will implement this project specified under this Agreement and the Service Level Agreement ("SLA") in accordance with scope of work as set forth in the RFP.

NOW THEREFORE, in consideration of the mutual covenants, promises, assurances, representations and provisions set forth herein, the Parties hereto agree as follows:

2 DEFINITIONS AND INTERPRETATION

2.1A DEFINITIONS

In this Agreement, unless the context requires otherwise:

S. No.	Term	Definition
1.	Adverse Effect	means material adverse effect on (a) the ability of the consulting organisation to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legal validity, binding nature or enforceability of this Agreement
2.	Agreement	means this MSA along with all other documents signed between the Parties pursuant to the Project including and not limited to the RFP, SLA, NDA and Work Order together with all of their Schedules and Annexures.
3.	Implementation of National Digital Tourism Mission Project	Means NDTM Project including all the project components, artifacts and accompaniments. Project shall be as per the terms laid down in the RFP and provision of services in conformance to the SLA.
4.	Confidential Information	means all information including Min. of Tourism Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, products, developments, operations, processes, data, trade secrets, design rights, know-how and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party (whether a Party to this MSA or a SLA) in the course of or in connection with this MSA (including without limitation such information received during

RFP for Selection of An Agency as Strategic PMU for NDTM

S. No.	Term	Definition
		negotiations, location visits and meetings in connection with this MSA or SLA)
5.	Deliverables	means the services and deliverables agreed to be delivered by the Consulting Organisation (Agency) in pursuance of the agreement as defined more elaborately in the RFP.
6.	Effective Date of Agreement/ Effective Date	means the date on which this MSA is signed by both the Parties
7.	Effective Date of Project Commencement	means the date on which the Conditions Precedent have been satisfied by the Consulting Organisation or waived by Min. of Tourism. For calculation of any of obligations under all project schedules/delays etc., this MSA which has or is likely to have a material Adverse Effect on date will be taken into account as the date of commencement of the Project.
8.	Min. of Tourism Data	means all proprietary data of Min. of Tourism, existing or generated out of operations and transactions, documents and related information including but not restricted to Institute data which the Consulting Organisation (Agency) obtains, possesses or processes in the context of providing the Services to the stakeholders pursuant to this MSA and the SLA
9.	Intellectual Property Rights	means and includes all rights in the Project Components
10.	Material Breach	means a breach by either Party of any of its obligations under this MSA or the SLA which has or is likely to have a Material Adverse Effect on the Project and such Party shall have failed to cure

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S. No.	Term	Definition
11.	Parties	means Min. of Tourism and Consulting Organisation for the purposes of this MSA, SLA & NDA
12.	Performance Guarantee	Means the guarantee provided by a Nationalized Bank on behalf of the Consulting Organisation for an amount and validity period as mentioned in the RFP
13.	Work Order	Means a written document in the form of a letter of engagement issued to the Consulting Organisation by Min. of Tourism or any other written document approved from time to time by Min. of Tourism to evidence the Parties' intention to engage Consulting Organisation (Agency) to provide Services to Min. of Tourism under the SLA in accordance with this MSA and to describe the services to be performed including the Scope of Work.
14.	Project Implementation	Means Project Implementation as per the scope of work of Consulting Organisation (Agency) specified in the RFP.
15.	Proprietary information	Means processes, methodologies and technical and business information, including drawings, designs, formulae, flow charts, data and computer programs already owned by, or granted by Third Parties to, a Party hereto prior to its being made available under this MSA or the SLA.
16.	Proprietary Information of Min. of Tourism	means Proprietary Information of Min. of Tourism provided to the Consulting Organisation (Agency) for providing Services and includes all the modifications, enhancements and other derivative works of such Min. of Tourism's Proprietary Information arising as a result of

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S. No.	Term	Definition
		Services rendered by the Consulting Organisation.
17.	Replacement Consulting Organisation	means any third party that Min. of Tourism appoints to replace Consulting Organisation either upon expiry of the Term or on the termination of the MSA or the SLA or any part thereof
18.	Required Consents	Means the consents, waivers, clearances and licenses to use Min. of Tourism's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the software and other items that Min. of Tourism are required to make available to Consulting Organisation pursuant to this MSA or the SLA.
19.	RFP	Means the documents containing the Technical, Functional, Operational, Commercial and Legal Specifications for the implementation of the Project and includes the clarifications, explanations and amendments issued by Min. of Tourism from time to time.
20.	Service	The entire services which the bidder is required to provide to Min. of Tourism under the contract. Services includes successful implementation of scope of work, all the Project Components and the accompaniments.
21.	Service Level	Means the level of service and other performance criteria which will apply to the Services as set out in Service Level Agreement.
22.	Service Level Agreement (SLA)	Means the Performance and Maintenance SLA, executed by and between Min. of Tourism and Consulting Organisation as per the details set out

RFP for Selection of An Agency as Strategic PMU for NDTM

S. No.	Term	Definition
		in Section "Service Level Agreement" of this document.
23.	Stakeholders	Means the Min. of Tourism or its nominated agencies, Government Employees, Other government Departments & citizens
24.	Term	Means the duration of this MSA and SLA
25.	Third Party Systems	means Systems (or any part thereof) in which the Intellectual Property Rights are owned by a third party and to which Consulting Organisation has been granted a license to use and which are used in the provision of Services

2.2A INTERPRETATION

2.2A.1 References to any statute or statutory provision include a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and to all statutory instruments made pursuant to it.

2.2A.2 Words denoting the singular shall include the plural and vice versa and words denoting persons shall include firms and corporations and vice versa.

2.2A.3 Unless otherwise expressly stated, the words "herein", "hereof", "hereunder" and similar words refer to this MSA as a whole and not to any particular Article, Schedule. The term Articles, refers to Articles of this MSA. The words "include" and "including" shall not be construed as terms of limitation. The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India. The words "writing" and "written" mean "in documented form", whether electronic or hard copy, unless otherwise stated. Any reference to attorneys' fees shall include fees of the professional assistants of such attorneys.

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2.2A.4 The headings and use of bold type in this MSA or the SLA are for convenience only and shall not affect the interpretation of any provision of this MSA or the SLA.

2.2A.5 Ambiguity and Discrepancy: In case of ambiguities or discrepancies within the MSA or the SLA, the following shall apply:

- Between two Articles of this MSA or the SLA, the provisions of specific Article relevant to the issue under consideration shall prevail over those in other Article;
- Between any value written in numerals and that in words, the latter shall prevail; and
- Between the provisions of this MSA or the SLA and any other documents forming part of the MSA or the SLA, the former shall prevail.

2.3A STRUCTURE

2.3A.1 This MSA or the SLA shall operate as a legally binding services agreement specifying the master terms which apply to the Parties under this MSA or the SLA and to the provision of the Services by the Consulting Organisation (Agency) to Min. of Tourism under the duly executed SLA.

2.3A.2 The Parties shall execute the SLA as per the terms and conditions of this MSA or the SLA.

2.3A.3 The SLA in respect of the defined Scope of Work is being entered into concurrently with this MSA between Min. of Tourism and Consulting Organisation (Agency). In respect of any future SLAs entered into between the Parties, each of the Parties shall observe and perform the obligations set out herein.

2.3A.4 In the event of a change of Control of the Consulting Organisation (Agency), Consulting Organisation shall promptly notify Min. of Tourism of the same and in the event that the net worth of the surviving entity is less than that of Consulting Organisation prior to the change of Control, Min. of Tourism may within 30 days of , becoming aware of the change in Control, require a replacement of existing Performance Guarantee furnished by the Consulting Organisation from a Scheduled commercial bank acceptable to Min. of Tourism (which shall not be Consulting Organisation or any of its associated entities). If

such a Scheduled Commercial Bank cannot be obtained within 30 days of Min. of Tourism becoming aware of the change in Control, Min. of Tourism may exercise its right to terminate the SLA within further 30 days by written notice, to become effective when specified in such notice. Pursuant to termination, the consequences of termination as set out in Article 5 will become effective. The internal reorganization of the Consulting Organisation shall not be deemed an event of a change of Control for purposes of this Article 2.3A.4 unless the surviving entity is of less net worth than the predecessor entity.

2.4A CONDITIONS PRECEDENT

Subject to express terms to the contrary, the rights and obligations under this MSA or the SLA shall take effect only upon fulfillment of all the Conditions Precedent set out in Articles 2.4A.1 and 2.4A.2. However, Min. of Tourism may at any time at its sole discretion waive fully or partially any of the Conditions Precedent for the Consulting Organisation (Agency).

2.4A.1 Conditions Precedent for the Project Implementation Stage

Subject to express terms to the contrary, the rights and obligations of the Parties in respect of the Project Implementation Stage shall be effective only upon fulfilment of all the conditions precedent which are set out in the Clause 2.4.1 (“Conditions Precedent for the Project Implementation Stage”). The following conditions precedent needs to be fulfilled by the Consulting Organisation:

- a. Provide Performance Security/Guarantee and other guarantees/ payments to Min. of Tourism as specified in section 4.1A of this MSA; and
- b. Provide Min. of Tourism certified true copies of its constitutional documents and board resolutions authorizing the execution, delivery and performance of this MSA or the SLA;

2.4A.2 Non-fulfillment of Conditions Precedent

- a. In the event that any of the Conditions Precedent relating to Consulting Organisation has not been fulfilled and the same has not been waived by Min. of Tourism fully or partially, this MSA and the SLA shall cease to have any effect as of that date.

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- b. In the event that the MSA and the SLA fails to come into effect on account of non-fulfillment of the Consulting Organisation's Conditions Precedent, Min. of Tourism shall not be liable in any manner whatsoever to the Consulting Organisation and Min. of Tourism shall forthwith forfeit the Performance Guarantee.
- c. In the event that vacant possession of any of Min. of Tourism facilities and/or Project Data has been delivered to the Consulting Organisation prior to the fulfillment in full of the Conditions Precedent, upon the termination of this MSA and the SLA such shall immediately revert to Min. of Tourism, free and clear from any encumbrances or claims.
- d. Instead of terminating this MSA and the SLA as provided in 2.4.2 above, the Parties may extend the time for fulfilling the Conditions Precedent and the Term of this MSA and the SLA by mutual agreement.

2.5A SCOPE OF CONTRACT

This MSA and the SLA shall govern the provisions of the services by the Consulting Organisation as required under this RFP.

Subject to the requirements specified in this RFP, the Consulting Organisation will be responsible for providing services to the various stakeholders, conforming to the SLAs and the RFP requirements. The responsibilities of the Consulting Organisation would include, but not be limited to the detailed description of the scope of work, the geographical scope and the time limits within which the various activities and tasks relating to the scope of work have to be executed, is given in the RFP.

2.6A COMMENCEMENT AND DURATION OF THIS MSA

This MSA shall come into effect on_____, 2023 (hereinafter the “Effective Date”) and shall continue to be valid for a period encompassing Transaction Advisory Services Phase for a duration of eleven (11) months followed by Program & Project Management Phase for a duration of thirteen (13) months.

The **TERM** of the project shall include the following phases:

- i. Transaction Advisory Service Phase: This phase shall commence from the Date of Commencement (Contract signing + 15 days) till onboarding of Main Implementing Agency
- ii. Program & Project Management Phase: This phase shall commence post onboarding of Main Implementing Agency for a duration of thirteen (13) months.

2.7A SCOPE AND PROVISION OF THE SERVICES

2.7A.1 The provision of Services to the Stakeholders with certainty and speed with timely deliveries is the essence of the Agreement between the Parties.

2.7A.2 The Consulting Organisation represents that it is a competent provider of services required in the RFP. The Consulting Organisation (Agency) will keep abreast of the relevant technical, managerial and operational requirements applicable to the provisions of the Services and best practices in this area and will share its knowledge with Min. of Tourism regarding matters which would assist Min. of Tourism in its use of the Services, provided that the Consulting Organisation shall not be obligated to share other client information or the

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Confidential Information of the Consulting Organisation not relevant to this MSA or the SLA.

2.7A.3 The Consulting Organisation (Agency) shall enter into a Service Level Agreement with Min. of Tourism and shall perform the services pursuant to the Service Level Agreement and in accordance with the MSA.

2.7A.4 The Consulting Organisation (Agency) shall perform the Services (a) in a good professional manner commensurate with professional industry and technical standards which are generally in effect for international projects and innovations pursuant thereon similar to those contemplated by the MSA or by the SLA, (b) so as to comply with the applicable Service Levels if any in accordance with the terms of the SLA under this MSA and (c) in a manner adaptable to the common operating environment.

2.7A.5 Each party shall ensure that the range of the Services under the SLA shall not be varied, reduced or increased except by the prior written agreement between Min. of Tourism and Consulting Organisation in accordance with the Change Control Schedule (Schedule I). Save for the express terms of the Payment Schedule (Schedule VI), Min. of Tourism and its users shall be obliged to purchase any particular category of Services that may become necessary as per the Change Control Schedule (Schedule I), without the need to go for a separate procurement process.

2.7A.6 In providing the Services, the Consulting Organisation will ensure that no unnecessary disruption is caused to Min. of Tourism's normal business operations.

2.7A.7 No Party to this MSA or to the SLA will at any time perform, or omit to perform, any act which they are aware, at the time of performance, will place the other Party in default under any insurance policy, mortgage or lease governing activities at any location provided by the Min. of Tourism.

2.8A COMMENCEMENT AND DURATION OF THE SLA

2.8A.1 The commencement of SLA will be from the date of Contract signing of the project and shall run for TERM of the project unless terminated as provided herein.

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2.8A.2 The SLA shall commence on the date on which it is fully executed by the Min. of Tourism and the Consulting Organisation (Agency) and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this MSA expires or terminates for any reason.

2.9A APPROVALS AND REQUIRED CONSENTS

2.9A.1 The Parties shall cooperate to procure, maintain and observe all relevant and customary regulatory and governmental licenses, clearances and applicable approvals (hereinafter the "Approvals") necessary for the Consulting Organisation to provide the Services. The costs of such Approvals shall be borne by the Party normally responsible for such costs according to local custom and practice in the locations where the Services are to be provided.

2.9A.2 Both parties will give each other all co-operation and information reasonably required to meet their respective obligations under this MSA.

2.9A.3 Min. of Tourism shall assist Consulting Organisation (Agency) in obtaining the Approvals/required consents. In the event that any Approvals/required consents is not obtained, the Consulting Organisation and Min. of Tourism will co-operate with each other in achieving a reasonable alternative arrangement as soon as reasonably practicable for Min. of Tourism to continue to process its work with as minimal interruption to its business operations as is commercially reasonable until such Required Consent is obtained, provided that the Consulting Organisation shall not be relieved of its obligations to provide the Services and to achieve the Service Levels until the Required Consents are obtained if and to the extent that the Consulting Organisation's obligations are dependent upon such Required Consents.

2.10A USE AND ACQUISITION OF ASSETS

2.10A.1 ACQUISITION OF LISTED ASSETS

- a. The Consulting Organisation (Agency) shall conduct proper testing and analysis of the proposed Listed Assets as mentioned in definition of this MSA to ensure that they fulfill the requirements of the Project, pursuant to the MSA or to the SLA.

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- b. The Consulting Organisation shall submit the testing results, its analysis and its own recommendation about the Listed Assets to Min. of Tourism for approval.
- c. The Consulting Organisation shall ensure that all the Listed Assets comply with all the requirements pursuant to the MSA or to the SLA.

2.10A.2 USE OF PROJECT ASSETS

During the Term, the Consulting Organisation shall:

- (i) take all reasonable and proper care of the Project Assets in proportion to their use and control of such Project Assets which will include all upgradation and improvements to meet the current needs of the Project; and
- (ii) Keep all the tangible Assets in as good and serviceable condition and/or the intangible Assets suitably upgraded subject to the relevant standards as stated in the RFP as at the date the Consulting Organisation takes control of and/ or first uses the Assets and during the entire Term of the Contract/Agreement; Pursuant to technological obsolescence, upgradation will also be required to be done by Consulting Organisation; and
- (iii) ensure that any instructions or manuals supplied and provided by the manufacturer of the Project Assets for their use to the Consulting Organisation will be followed by the Consulting Organisation and any person(s) who will be responsible for the use of the Project Assets; and
- (iv) take such steps as may be properly recommended by the manufacturer of the Project Assets and notified to the Consulting Organisation (Agency) or as may, in the reasonable opinion of the Consulting Organisation, be necessary to use them in a safe manner; and
- (v) to the extent that the Project Assets are under the control of the Consulting Organisation (Agency), keep the Project Assets suitably housed and in conformity with any statutory requirements from time to time applicable to them; and

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- (vi) Obtain prior permission from Min. of Tourism and any persons duly authorized by them to enter any premises on which the Project Assets are for the time being sited so as to inspect the same, subject to any reasonable third-party requirements; and
- (vii) not knowingly or negligently use or permit any of the Project Assets to be used in contravention of any statutory provisions or regulation or to any law of land; and
- (viii) not sell, offer for sale, assign, mortgage, encumbrance, pledge, hypothecate, sub-let or lend out any of the Min. of Tourism and Project Assets; and
- (ix) use the Project Assets only in accordance with the terms hereof and those contained in the Agreement; and
- (x) obtain and/or maintain standard forms of comprehensive insurance including liability insurance, system and facility insurance and any other insurance for the personnel, assets, data, software, etc. to be used for the Project; and
- (xi) to provide a well-prepared documentation for Users in form of a user's manual, a clear plan for training, educating and hand holding the users.
- (xii) train the team identified by Min. of Tourism, which will be in place during know-how transfer.
- (xiii) transfer the ownership of the Project Assets (not already with Min. of Tourism) which shall include the hardware and system software for Project to Min. of Tourism at appropriate time, in accordance with the terms of the Agreement; and the modalities furnished in section on "Asset Ownership" in this RFP.
- (xiv) a sign off from Min. of Tourism at each stage is essential to close for each of the above considerations.

2.11A ACCESS TO CONSULTING ORGANISATION (AGENCY) TO MIN. OF TOURISM PROJECT LOCATIONS

2.11A.1 For so long as the Consulting Organisation provides services to the Min. of Tourism from any project location on a non-permanent basis and to the extent necessary for the Consulting Organisation (Agency) to provide the facilities management services and at no cost to the Consulting Organisation, Min. of Tourism shall, subject to compliance by the Consulting Organisation with any safety and security guidelines which may be provided by Min. of Tourism and notified to the Consulting Organisation in writing, provide the Consulting Organisation with:

- (i) Reasonable access to Project Location 24 (twenty four) hours a day, 7 (seven) days a week; and
- (ii) Workspace for the Consulting Organisation (Agency) project team, access to office equipment as mutually agreed and other related support services in such location and at such other Project location, if any, as may be reasonably necessary for the Consulting Organisation to perform its obligations hereunder and under the SLA.

2.11A.2 Locations and items shall be made available to the Consulting Organisation (Agency) on an "as is, where is" basis by Min. of Tourism. The Consulting Organisation (Agency) agrees to ensure that its employees, representatives, agents and contractors do not use the location, services and items referred in this RFP:

- (i) for the transmission or receipt of any material which is defamatory, offensive or abusive or of an obscene or menacing character; or
- (ii) in a manner which constitutes a violation or infringement of the rights of any person, firm or company (including but not limited to rights of copyright or confidentiality).

3 MANAGEMENT PHASE

3.1A GOVERNANCE

The review and management process of this MSA or the SLA shall be carried out in accordance with section 11.16: Project Governance (Monitoring of Contract) of RFP and shall cover all the management aspects of the Project.

3.2A USE OF SERVICES / PRODUCTS

3.2A.1 Min. of Tourism will undertake and use the Services/ Products in accordance with any instructions or procedures as per the acceptance criteria as set out in the SLA that may be agreed by the Parties from time to time.

3.2A.2 Consulting Organisation (Agency) shall be responsible for the operation and use of the Deliverables resulting from the Services/ Products.

3.3A CHANGES

Unless expressly dealt with elsewhere in this MSA or in the SLA, any changes under or to this Agreement or under or to the SLA shall be dealt with in accordance with the Change Control Schedule.

3.4A SECURITY AND SAFETY

3.4A.1 Consulting Organisation will comply with all the directions issued from time to time by Min. of Tourism and standards as stated in the RFP, insofar as it applies to the provision of the Services.

3.4A.2 Each Party to the SLA shall also comply with Min. of Tourism's information technology security and standard policies in force from time to time at each location of which, Min. of Tourism makes the Consulting Organisation (Agency) aware in writing insofar as the same apply to the provision of the Services.

3.4A.3 The Parties to the SLA shall use reasonable endeavors to report forthwith in writing to each other all identified attempts (whether successful or not) by unauthorized persons (including unauthorized persons who are employees of any Party) either to gain access to or interfere with Min. of Tourism's data, facilities or Confidential Information.

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3.4A.4 The Consulting Organisation shall, upon reasonable request, by Min. of Tourism participate in regular meetings.

3.4A.5 The Parties under the SLA shall promptly report in writing to each other any act or omission which they are aware that could have an adverse effect on the proper conduct of safety and information technology security at Min. of Tourism's Facilities.

4 FINANCIAL TERMS & TIMELINES

4.1A PERFORMANCE BANK GUARANTEE

The Consulting Organisation shall at his own expense deposit with Min. of Tourism, within fifteen (15) working days from the date of notice of award of the contract, an unconditional and irrevocable Performance Bank Guarantee in the form of Insurance Surety bond/Bank Guarantee (Including e-Bank Guarantee) / A/c payee DD/FDR/Bankers Cheque as EMD (bid Security) from a nationalized bank acceptable to, payable on demand, for the due performance and fulfillment of the contract by the Consulting Organisation.

- (i) Performance Bank Guarantee will be 10% of Total Commercial Quote (Total Order Value) of the Consulting Organisation (Agency).
- (ii) If the Consulting Organisation delays Contract Performance Guarantee Bond beyond 15 working days, Min. of Tourism will penalize the Consulting Organisation by charging 1% of the quoted value per week of delay.
- (iii) All charges and expenses whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee shall be borne by the Consulting Organisation (Agency).
- (iv) Performance Bank Guarantee shall be valid for 6 months beyond the contract period.
- (v) Performance Bank Guarantee may be discharged/ returned by Min. of Tourism upon being satisfied that there has been due performance of the obligations of the Consulting Organisation (Agency) under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- (vi) In the event of the Consulting Organisation (Agency) being unable to service the contract for whatever reason, Min. of Tourism would revoke the Performance Bank Guarantee. Notwithstanding and without prejudice to any rights whatsoever of Min. of Tourism under the contract in the matter, the proceeds of the Performance Bank Guarantee shall be payable to Min. of Tourism as compensation for the pre-estimated, pre-determined and pre-

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agreed loss resulting from Consulting Organisation's (Agency) failure to perform/comply its obligations under the contract.

- (vii) Min. of Tourism shall notify the Consulting Organisation (Agency) in writing of the exercise of its right to receive such compensation within a reasonable time. Min. of Tourism shall also be entitled to make recoveries from the Consulting Organisation's bills, performance security deposit, or from any other amount due to him, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

4.2A TERMS OF PAYMENT AND PENALTIES

4.2A.1 The total order value shall be Rs. _____ (write both in words and numbers) which is inclusive of taxes and duties. This total order value is for the purpose of providing the services as stated in RFP.

4.2A.2 In consideration of the Services and subject to the provisions of this MSA and of the SLA, the Min. of Tourism shall pay the Consulting Organisation (Agency) for the Services rendered in pursuance of this agreement, in accordance with the Payment Terms mentioned in the Payment Schedule of the RFP.

4.2A.3 All payments are subject to the application of necessary penalties as required under the SLA ('Section 9: Penalty Clauses' of RFP). It is clarified here that Min. of Tourism will pay in accordance with the Payment Terms and Min. of Tourism can also calculate a financial sum and debit the same against the terms of payment as defined in the Payment Schedule of the RFP as a result of the failure of the Consulting Organisation (Agency) to meet the Service Levels.

4.2A.4 Except as otherwise provided for herein or as agreed between the Parties in writing, Min. of Tourism shall not be required to make any payments in respect of the Services (or, without limitation to the foregoing, in respect of the Consulting Organisation's (Agency's) performance of any obligations under this MSA or the SLA) other than those covered by the terms of payment as subjected in the Payment Terms. For the avoidance of doubt the Payments shall be deemed to include all ancillary and incidental costs and charges arising in the course of delivery of the Services including consultancy charges, infrastructure costs, project costs, implementation and management charges and all other related costs including taxes.

4.2A.5 Detail schedule of payments will be based on timelines/milestones/deliverables as per section 5 of the RFP.

4.3A INVOICING AND SETTLEMENT

The provisions of the Invoicing & Settlement Schedule (Schedule V of this MSA) shall apply.

4.4A TAX

4.4A.1 Min. of Tourism shall be responsible for withholding taxes from the amounts due and payable to the Consulting Organisation (Agency) wherever applicable. The Consulting Organisation (Agency) shall pay for all other taxes in connection with this MSA, SLA, SOWs including, but not limited to, property, sales, use, excise, value-added, goods and services, consumption and other similar taxes or duties. Min. of Tourism shall provide Consulting Organisation (Agency) with the original tax receipt of any withheld taxes paid by Min. of Tourism on payments under this MSA or under the SLA. The Consulting Organisation (Agency) agrees to reimburse and hold Min. of Tourism harmless from any deficiency (including penalties and interest) relating to taxes that are its responsibility under this paragraph. For purposes of this MSA and SLA, taxes shall include taxes incurred on transactions between and among Min. of Tourism, the Consulting Organisation and third-party subcontractors if any.

4.4A.2 In the event of any increase or decrease of the rate of taxes due to any statutory notification/s during the Term of the MSA or of the SLA, statutory taxes & duties prevailing at the time of making payment shall be applicable.

4.4A.3 The Parties shall cooperate to enable each Party to accurately determine its own tax liability and to minimize such liability to the extent legally permissible. In connection therewith, the Parties shall provide each other with (i) any resale certificates, (ii) any relevant information regarding use of materials, equipment or services and (iii) any direct pay permits, exemption certificates or information reasonably requested by the other Party.

5 TERMINATION

5.1A TERMINATION OF THIS MSA AND THE SLA

5.1A.1 In the event that either Party believes that the other is in Material Breach of its obligations under this MSA or the SLA, such aggrieved Party may terminate this MSA upon serving a written 30 (thirty) days' notice to the other Party. Any notice served pursuant to this Article 5.1A.1 shall give reasonable details of the Material Breach, which could include the following events and the termination will become effective:

- (i) If there is any Material Breach(s) which translates into default in providing the Services by the Consulting Organisation (Agency) pursuant to the MSA, continuously for more than one week, then Min. of Tourism will serve a 30 (thirty) days' notice to Consulting Organisation (Agency) for curing this Material Breach. In case the Material Breach continues, after the notice period, Min. of Tourism will have the option to terminate in whole or any part of the MSA or the SLA.
- (ii) The right of Min. of Tourism to terminate the MSA pursuant to this Article 5.1A shall be without prejudice to any other rights and remedies available to Min. of Tourism including without limitation invoking the Performance Guarantee.

5.2A TERMINATION ON OTHER GROUNDS

5.2A.1 Without prejudice to any other rights and remedies available to Min. of Tourism, Min. of Tourism may serve written notice to the Consulting Organisation at any time to terminate this MSA with immediate effect in the following events:

- a. In the event of Change of Control of the Consulting Organisation (Agency).
- b. In the event the Consulting Organisation (Agency) has merged, amalgamated such that the net worth of the surviving entity is less than that of Consulting Organisation (Agency) prior to such merger or amalgamation.
- c. In the event of a reasonable apprehension of bankruptcy of the Consulting Organisation (Agency):

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- (i) Consulting Organisation shall in the event of an apprehension of bankruptcy immediately inform Min. of Tourism well in advance (at least 3 (three) months) about such a development.
- (ii) Conversely if Min. of Tourism apprehends a similar event regarding the Consulting Organisation, it can exercise the right of termination in the manner stated hereinabove.

It is clarified that in case of events set out in Article 5.2A.1 (i) and Article 5.2A.1 (ii), Min. of Tourism may, as instead of terminating the MSA, at its sole discretion, require a full Performance Guarantee of the obligations of the Consulting Organisation (Agency) by a guarantor acceptable to Min. of Tourism. If such a guarantee cannot be procured within 30 (thirty) days of Min. of Tourism's demand therefore, Min. of Tourism shall terminate this MSA in accordance with this Article.

5.2A.2 On termination of this MSA for any reason, the SLA shall automatically terminate forthwith, and Min. of Tourism will decide the appropriate course of action.

5.2A.3 The termination provisions set out in Article 5 of this Agreement shall apply to the SLA and "this Agreement" shall be deemed to refer to the SLA.

5.3A EFFECTS OF TERMINATION

5.3A.1 In the event that Min. of Tourism or the Consulting Organisation terminates this MSA and the SLA pursuant to Section 5 and depending on the event of default, compensation will be decided in accordance with the Terms of Payment Schedule.

5.3A.2 Upon termination of this Agreement, the Parties will comply with the Exit Management Schedule.

5.4A FRAUD BY Consulting ORGANISATION'S (AGENCY's) PERSONNEL

Min. of Tourism reserves its right to initiate criminal action against the agents/ employees of the Consulting Organisation (Agency) for fraud or misappropriation, besides stringent penalties. The management of the Consulting Organisation (Agency) would also be made liable for action in case

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of fraud, under the applicable laws and Min. of Tourism may call for termination of the contract if Min. of Tourism finds it necessary to do so.

6 PROTECTION AND LIMITATIONS

6.1A WARRANTIES

6.1A.1 Consulting Organisation (Agency) warrants and represents to Min. of Tourism that:

- i.it has full capacity and authority and all necessary approvals to enter into and to perform its obligations under the MSA and under the SLA;
- ii.this MSA and the SLA is executed by a duly authorized representative of the Consulting Organisation (Agency);
- iii.it shall discharge its obligations under the Agreement with due skill, care and diligence.
- iv.there are no actions, suits or proceedings pending or to its best knowledge, threatened against or affecting it before any court, administrative body or arbitral tribunal which might materially and adversely affect its ability to meet or perform any of its obligations under this MSA and the SLA;
- v.it has the financial standing and capacity to undertake the implementation of project in accordance with the terms of this MSA and the SLA;
- vi.the execution, delivery and performance of this MSA and the SLA will not conflict with, result in the breach of, constitute a default under, or accelerate performance required by any of the terms of its memorandum of association and articles of association or any Applicable Laws or any covenant, contract, agreement, arrangement, understanding, decree or order to which it is a party or by which it or any of its properties or assets is bound or affected;
- vii.it has no knowledge of any violation or default with respect to any order, writ, injunction or decree of any court or any legally binding order of any government authority which may result in any Material Adverse Effect on its ability to perform its obligations under this MSA and/or the SLA no fact or circumstance exists which may give rise to such proceedings that would adversely affect the performance of its obligations under this MSA and/or the SLA;

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viii.it has complied with the Applicable Laws in all material respects and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have a Material Adverse Effect on its ability to perform its obligations under this MSA and/or the SLA;

ix.no representation or warranty by it contained herein or in any other document furnished by it to Min. of Tourism or its nominee including the Proposal or to any government authority contains or will contain any untrue or misleading of material fact or omits or will omit to Min. of Tourism a material fact necessary to make such representation or warranty not misleading;

x.no sums, in cash or kind, have been paid or will be paid, by it or on its behalf, to any person by way of fees, commission or otherwise for securing the Agreement or entering into this MSA or for influencing or attempting to influence any officer or employee of the Min. of Tourism in connection therewith.

6.1A.2 In the case of the SLA, the Consulting Organisation (Agency) warrants and represents to Min. of Tourism, that:

- (i) the Consulting Organisation (Agency) has full capacity and authority and all necessary approvals to enter into and perform its obligations under the SLA and to provide the Services.
- (ii) the SLA has been executed by a duly authorized representative of the Consulting Organisation (Agency).
- (iii) the Consulting Organisation is experienced in managing and providing works similar to the Services and that it will perform the Services with all due skill, care and diligence.
- (iv) the Services will be provided and rendered by appropriately qualified, trained and experienced personnel;
- (v) The Consulting Organisation has and will have all necessary licenses, approvals, consents of third parties and all necessary technology, hardware and software to enable it to provide the Services.

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- (vi) the Services will be supplied in conformance with all applicable laws, enactments, orders and regulations;
- (vii) if the Consulting Organisation (Agency) uses in the course of the provision of the Services components, equipment, software and hardware manufactured by any third party which are embedded in the Deliverables or are essential for the successful use of the Deliverables, it will pass through third party manufacturer's warranties relating to those components, equipment, software and hardware to the extent possible. In the event that such warranties cannot be enforced by Min. of Tourism, the Consulting Organisation (Agency) will enforce such warranties on behalf of Min. of Tourism and pass on to Min. of Tourism the benefit of any other remedy received in relation to such warranties.

6.1A.3 Warranties regarding the Project Assets: - Without limiting the warranty obligations set out in the RFP, the Consulting Organisation (Agency) warrants that:

- (i) the Project Assets purchased by it for the purpose of the Project, conform to technical specifications prescribed in RFP and shall perform according to the said technical specifications. The Consulting Organisation further warrants that such assets are of latest version, non-refurbished, unused and recently manufactured. They shall not be nearing end of sale/ end of support; The items have a product life of at least 7 years.
- (ii) the Project Assets provided by Min. of Tourism shall be free from all encumbrances and defects/ faults arising from design, material, manufacture or workmanship or from any act or omission of the Consulting Organisation that may present a snag/fault, under normal use of the same.

6.1A.4 Representations and warranties of Min. of Tourism: Min. of Tourism represents and warrants to the Consulting Organisation (Agency) that:

- (i) It has full power and authority to execute, deliver and perform its obligations pursuant to the MSA and the SLA.

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- (ii) It has taken all necessary action to authorize the execution, delivery and performance of this MSA and the SLA.

6.1A.5 In the event that any occurrence or circumstance comes to the attention of the either Party that renders any of its aforesaid representations or warranties untrue or incorrect, such Party shall immediately notify the other Party of the same. Such notification shall not have the effect of remedying any breach of the representation or warranty that has been found to be untrue or incorrect nor shall it adversely affect or waive any obligation of either Party under the MSA or the SLA.

6.1A.6 Notwithstanding what has been stated elsewhere in the MSA, SLA and the Schedules attached herein, in the event the Consulting Organisation (Agency) is unable to meet the obligations pursuant to the implementation of the Project and/or provide the Operations and Maintenance Services and any related scope of work as stated in this MSA, SLA and the Schedules attached herein, Min. of Tourism will, inter alia, have the option to invoke the Performance Guarantee after serving a written notice 15 (fifteen) days in advance on the Consulting Organisation (Agency). Such right of Min. of Tourism shall be without prejudice to any other rights or remedies available under law or contract.

6.2A THIRD PARTY CLAIMS

6.2A.1 Subject to Article 6.2A.2. below, Consulting Organisation (the "Indemnifying Party") undertakes to indemnify Min. of Tourism (the "Indemnified Party") from and against all losses on account of bodily injury, death or damage to tangible personal property arising in favor of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's performance or non-performance under this MSA or the SLA to the extent of the Indemnifying Party's comparative fault in causing such Losses.

6.2A.2 The indemnities set out in Articles 6.2A.1 shall be subject to the following conditions:

- (i) the Indemnified Party as promptly as practicable informs the Indemnifying Party in writing of the claim or proceedings and provides all relevant evidence, documentary or otherwise;

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- (ii) the Indemnified Party shall, at the cost of the Indemnifying Party, give the Indemnifying Party all reasonable assistance in the defense of such claim including reasonable access to all relevant information, documentation and personnel provided that the Indemnified Party may, at its sole cost and expense, reasonably participate, through its attorneys or otherwise, in such defense.
- (iii) If the Indemnifying Party does not assume full control over the defense of a claim as provided in this Article, the Indemnifying Party may participate in such defense at its sole cost and expense, and the Indemnified Party will have the right to defend the claim in such manner as it may deem appropriate, and the cost and expense of the Indemnified Party will be included in Losses.
- (iv) the Indemnified Party shall not prejudice, pay or accept any proceedings or claim, or compromise any proceedings or claim, without the written consent of the Indemnifying Party.
- (v) all settlements of claims subject to indemnification under this Article will:
 - (a) be entered into only with the consent of the Indemnified Party, which consent will not be unreasonably withheld and include an unconditional release to the Indemnified Party from the claimant or plaintiff for all liability in respect of such claim; and
 - (b) include any appropriate confidentiality agreement prohibiting disclosure of the terms of such settlement;
- (vi) the Indemnified Party shall account to the Indemnifying Party for all awards, settlements, damages and costs (if any) finally awarded in favor of the Indemnified Party which are to be paid to it in connection with any such claim or proceedings.
- (vii) the Indemnified Party shall take steps that the Indemnifying Party may reasonably require to mitigate or reduce its loss as a result of such a claim or proceedings.
- (viii) in the event that the Indemnifying Party is obligated to indemnify an Indemnified Party pursuant to this Article, the Indemnifying Party will, upon payment of such indemnity in full, be subrogated to all rights and defenses of the Indemnified Party with respect to the claims to which such indemnification relates; and

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- (ix) if a Party makes a claim under the indemnity set out under Article 6.2A.1 in respect of any particular Loss or Losses, then that Party shall not be entitled to make any further claim in respect of that Loss or Losses (including any claim for damages).

6.3A LIMITATION OF LIABILITY

6.3A.1 There shall be no limitation of liability in case of any damages for bodily injury (including death) and damage to real property and tangible personal property proximately caused by a Party's negligent acts or willful misconduct.

6.3A.2 Neither this MSA nor the SLA grants or creates any rights, benefits, claims, obligations or causes of action in, to or on behalf of any person or entity (including any third party) other than between the respective Parties to this MSA or the SLA, as the case may be.

6.3A.3 Any claim or series of claims arising out or in connection with this MSA or the SLA shall be time barred and invalid if legal proceedings are not commenced by the relevant Party against the other Party within a period of 06 months from the date when the cause of action first arose or within such longer period as may be permitted by applicable law without the possibility of contractual waiver or limitation.

6.3A.4 The liability of Consultant (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any claim in any manner related to this Agreement, including the work, deliverables or Services covered by this Agreement, shall be the payment of direct damages only which shall in no event in the aggregate exceed the fees and expenses received under this; the liability cap indicated shall not be applicable to the indemnification obligations, SLA obligations and breach of Confidentiality Clause set out in this MSA.

6.3A.5 Min. of Tourism shall be entitled to claim the remedy of specific performance under this MSA or the SLA.

6.4A FORCE MAJEURE

6.4A.1 Neither Party to this MSA or to the SLA shall be liable to the other for any loss or damage which may be suffered by the other due (directly) to the extent and for the duration of any cause beyond the reasonable control of the Party unable

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to perform ("Force Majeure") events such as but not limited to acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lock-outs, beyond its control, labour disturbance not caused at the instance of the Party claiming Force Majeure, acts of government or other competent authority, war, terrorist activities, military operations, riots, epidemics, pandemics, civil commotions etc. No failure, delay or other default of any contractor or sub-contractor to either Party shall entitle such Party to claim Force Majeure under this Article unless that failure, delay or default is itself caused directly by a Force Majeure event.

6.4A.2 The Party seeking to rely on Force Majeure shall promptly, upon becoming aware of the same, notify the other Party of the occurrence of a Force Majeure event as a condition precedent to the availability of this defense and shall subsequently give particulars to a reasonable level of detail in writing to the other Party of the facts or circumstances giving rise to Force Majeure within three (3) days of the occurrence and shall further demonstrate that it has and is taking all reasonable measures to mitigate the events of Force Majeure.

6.4A.3 In the event that an event of Force Majeure substantially prevents, hinders or delays the Consulting Organisation's (Agency) performance of Services necessary for the operation of Min. of Tourism's critical business functions for a period in excess of 5 days, Min. of Tourism may declare that an emergency exists. In the event that the Parties are not able to reasonably resolve the situation within 5 days, Min. of Tourism may terminate the affected project engagements under the SLA and/or obtain substitute performance from an alternate supplier. Upon such termination, Min. of Tourism shall pay Consulting Organisation (Agency) within 30 days of receipt of invoice for all Services rendered and expenses incurred by Consulting Organisation (Agency) which are not in dispute related to the terminated project engagement(s) in the SLA.

6.4A.4 The event of force Majeure is to be reviewed under two categories i.e., prior to commencement of operations and post commencement of operations respectively.

6.4A.5 Prior to commencement of operations: If in the event of Force Majeure occurs prior to commencement of operations and continues for a period in excess of

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ten (10) days, then Min. of Tourism will grant a period of 7 days to the Consulting Organisation to resume normal activities under this MSA. In case the default continues, then Min. of Tourism may discuss the issue with the Consulting Organisation (Agency) and revise the existing timelines for the Project.

6.4A.6 Force Majeure occurs post commencement of operations: If in the event of Force Majeure occurs post commencement of operations and continues for a period in excess of five days, then Min. of Tourism will grant a period of 7 days to the Consulting Organisation to resume normal services under this MSA. In case the default continues, the Min. of Tourism may grant an extension of time to the Consulting Organisation (Agency) to rectify the situation.

6.4A.7 Notwithstanding the terms of this Article 6.4, the failure on the part of the Consulting Organisation (Agency) under the SLA to implement any disaster contingency planning and back-up and other data safeguards in accordance with the terms of the SLA against natural disaster, fire, sabotage or other similar occurrence shall not be an event of Force Majeure.

6.4A.8 All payments pursuant to termination due to Force Majeure event shall be in accordance with the Terms of Payment in MSA.

6.4A.9 It is hereby clarified that an event of Force Majeure will not lead to expiry of the MSA and of the SLA and result in withholding of the payment to the Consulting Organisation (Agency) as set out in the Terms of Payment Schedule to this MSA.

6.5A DATA PROTECTION

6.5A.1 The Consulting Organisation shall be responsible for complying with its obligations under the Constitution of India, applicable data protection laws, rules and regulations governing Min. of Tourism Data, and including the Copyright Act, 1957 and the Information Technology Act, 2000 and its amendments thereafter.

6.5A.2 As a processor of Min. of Tourism Data, the Consulting Organisation will process Min. of Tourism Data in accordance with the agreement under the SLA.

6.5A.3 The Consulting Organisation is required to perform or adhere to only those security measures concerning Min. of Tourism Data which were in place (i) as

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of the Effective Date; and (ii) those made available to it in writing from time to time in accordance with the SLA and this MSA.

6.5A.4 The Consulting Organisation shall not transfer any Min. of Tourism Data to a third party unless otherwise authorized by Min. of Tourism.

6.5A.5 Upon reasonable written request from a Party to the SLA, the other Party to the SLA will provide the requesting Party with such information that it has regarding the Min. of Tourism Project Data and its processing which is necessary to enable the requesting party to comply with its obligations under this MSA and the SLA and the applicable data protection law or regulation.

6.6A CONFIDENTIALITY

6.6A.1 In case Min. of Tourism allows the Consulting Organisation to come into possession of highly confidential public records and the Consulting Organisation shall maintain the highest level of secrecy, confidentiality and privacy with regard thereto.

6.6A.2 Additionally, the Consulting Organisation shall keep confidential all the details and information with regard to the Project, including systems, facilities, operations, management and maintenance of the systems/facilities.

6.6A.3 Min. of Tourism shall retain all rights to prevent, stop and if required take the necessary punitive action against the Consulting Organisation regarding any forbidden disclosure.

6.6A.4 The Consulting Organisation shall ensure that all its employees, agents and sub-contractors execute individual non-disclosure agreements, which have been duly approved by the Min. of Tourism with respect to this Project.

6.6A.5 The aforesaid provisions shall not apply to the following information:

- (i) already in the public domain; and
- (ii) which has been developed independently; and
- (iii) which has been received from a third party who had the right to disclose the aforesaid information; and
- (iv) disclosed to the public due to a court order.

6.7A AUDIT, ACCESS AND REPORTING

6.7A.1 The Parties shall comply with the Audit, Access and Reporting Schedule.

6.7A.2 The Consulting Organisation shall on request allow access to Min. of Tourism to all information which is in the possession or control of the Consulting Organisation which relates to the provision of the Services as set out in the Audit, Access and Reporting Schedule and is reasonably required to comply with the terms of the Audit, Access and Reporting Schedule.

7 INTELLECTUAL PROPERTY

7.1A INTELLECTUAL PROPERTY OF MIN. OF TOURISM

7.1A.1 All rights, title and interest in and to, and ownership in, Min. of Tourism Proprietary Information, shall remain solely with Min. of Tourism. The Consulting Organisation shall be entitled to use such Min. of Tourism Proprietary Information only during the Term and only for the purposes of providing the Services or to the extent necessary for the Consulting Organisation's normal operational, repair and maintenance purposes related to the Services. Min. of Tourism shall retain ownership of all Intellectual Property Rights related to Min. of Tourism Proprietary Information.

7.1A.2 Min. of Tourism hereby grants to Consulting Organisation a non-exclusive right and license to access and use the Min. of Tourism Proprietary Information solely for the purpose of providing Services to Min. of Tourism pursuant to this MSA and the SLA. Such right and license shall terminate upon the expiration or termination of this MSA and the SLA.

7.1A.3 The Consulting Organisation shall not use Min. of Tourism Data for any other purpose other than for the purpose of providing the Services.

7.2A INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO THIRD PARTY

7.2A.1 If the Consulting Organisation uses in the course of the provision of the Services any Third-Party System, it will use all commercially reasonable endeavors to pass to Min. of Tourism such third party's warranties relating to such Third Party Systems. In the event that such warranties cannot be passed to or enforced by Min. of Tourism, the Consulting Organisation will enforce such warranties on Min. of Tourism's behalf and account to the Min. of Tourism for so doing. For a third-party product supplied under the MSA or the SLA, the Consulting Organisation shall pass on to the Min. of Tourism all the indemnities offered by such third party.

7.2A.2 The Consulting Organisation shall procure the licenses of the third-party software in accordance with its procedures by payment of applicable license fees or subscription fees on behalf of Min. of Tourism. The licenses thus procured would be in the name of Min. of Tourism. The Consulting Organisation

shall ensure that third party vendors provide standard based customer interface and also takes into account other factors like regular upgrades/updates and support etc.

7.2A.3 The Intellectual Property Rights of third-party software shall remain vested with the owner of such rights. However, all improvements, enhancements and modifications to the same including all Intellectual Property Rights related thereto, shall be owned by and be the property of the Min. of Tourism.

7.3A INTELLECTUAL PROPERTY RIGHTS WITH RESPECT TO DELIVERABLES

7.3A.1 With respect to ownership of the Deliverables, the Parties agree that the following shall apply:

- (i) All right, title and interest and ownership of the Deliverables and Intellectual Property Rights in them provided to Min. of Tourism by Consulting Organisation during the course of its performance under this MSA and under SLA which includes but is not limited to Project shall vest in Min. of Tourism immediately upon creation. To the extent that the Consulting Organisation Proprietary Information is incorporated within the Deliverables, Consulting Organisation and its employees engaged hereby grant to Min. of Tourism a worldwide, perpetual, irrevocable, non-exclusive, transferable, paid-up right and license to use, copy, modify (or have modified), transport to Min. of Tourism and prepare from them, use and copy derivative works for the benefit of and internal use of Min. of Tourism of such Consulting Organisation Proprietary Information. Min. of Tourism's rights pursuant to the preceding sentence include the right to disclose such Consulting Organisation Proprietary Information to third party contractors solely for use on the Project provided that all such third party contractors execute, deliver and comply with any customary confidentiality and nondisclosure agreements reasonably required by the Min. of Tourism.
- (ii) If Consulting Organisation proceeds to apply for, or assign to any third party, any patent rights relating to the Consulting Organisation Proprietary Information referred to in the above clause, the Consulting

Organisation will ensure that the Min. of Tourism's rights as provided herein are preserved.

7.4A INTELLECTUAL PROPERTY RIGHTS ON TERMINATION:

7.4A.1 Upon the expiration or any termination of this MSA (and also in respect of the SLA), Consulting Organisation shall undertake the actions set forth below in this Article to assist Min. of Tourism and its nominees to procure replacement services equivalent to Services provided hereunder:

- (i) The Consulting Organisation undertakes to negotiate in good faith with Min. of Tourism and any relevant Replacement Consulting Organisation in respect of commercial terms applying to grant of rights in respect of intellectual property rights relating to the Consulting Organisation Proprietary Information and which Min. of Tourism and any relevant Replacement Consulting Organisation require to enable them to provide or receive services substantially equivalent to the Services hereunder.
- (ii) In respect of Consulting Organisation third party Intellectual Property Rights, Consulting Organisation undertakes to assist Min. of Tourism and/or its nominees to secure such consents or licenses from such third parties as are necessary to enable Min. of Tourism to receive services substantially equivalent to the Services hereunder. The obligations of the Consulting Organisation shall be considered part of the services performed by the Consulting Organisation under the Exit Management Services.

7.4A.2 Consulting Organisation shall hand over the source code (if nature of project requires) and all its versions of the Deliverables upon termination/exit to Min. of Tourism.

7.4A.3 Nothing contained in this MSA or in the SLA shall or will be construed or deemed to grant to the Consulting Organisation or its respective affiliates/nominees any right, title, license or other interest in, to or under (whether by estoppel, by implication or otherwise) any logo, trademark, trade name, service mark or similar designations of the IT Infrastructure Project.

8 MISCELLANEOUS

8.1A PERSONNEL

8.1A.1 Personnel assigned by Consulting Organisation to perform the Services shall be employees of Consulting Organisation, and under no circumstances will such personnel be considered employees of Min. of Tourism.

8.1A.2 Personnel of Consulting Organisation and the existing Government staff shall work together handling day to day functioning of the Project.

8.1A.3 Consulting Organisation shall have the sole responsibility for supervision and control of its personnel and for payment of such personnel's entire compensation, including salary, withholding of income taxes and social security taxes, worker's compensation, employee and disability benefits and the like and shall be responsible for all employer obligations under all applicable laws.

8.1A.4 Consulting Organisation shall use its best efforts to ensure that sufficient Consulting Organisation personnel are assigned to perform the Services and those personnel have appropriate qualifications to perform the Services.

8.1A.5 After discussion with Consulting Organisation, Min. of Tourism shall have the right to require the removal or replacement of any Consulting Organisation personnel performing work under this MSA or the SLA. In the event that Min. of Tourism requests any Consulting Organisation personnel be replaced, the substitution of such personnel shall be accomplished pursuant to a mutually agreed upon schedule but not later than 15 (fifteen) working days.

8.1A.6 In the event the Min. of Tourism identifies any personnel of Consulting Organisation as "Key Personnel", then the Consulting Organisation shall not remove such personnel without the prior written consent of the Min. of Tourism. This clause shall however not apply to a case of death or illness of any Key Personnel for whatever reason by the Consulting Organisation.

8.1A.7 Except as stated in this Article 8.1.7, nothing in this MSA or the SLA will limit the ability of Consulting Organisation to freely to assign or reassign its employees; provided that Consulting Organisation shall be responsible, at its expense, for transferring all appropriate knowledge from personnel being replaced to their replacements. Min. of Tourism shall have the right to review

and approve Consulting Organisation's plan for any such knowledge transfer. Consulting Organisation shall maintain the same standards for skills and professionalism among replacement personnel as in personnel being replaced.

8.1A.8 Each Party shall be responsible for the performance of all its obligations under this MSA and the SLA and shall be liable for the acts and omissions of its employees and agents in connection therewith.

8.1A.9 Neither Party will solicit for employment or knowingly hire an employee of the other Party with whom such Party has contact pursuant to project engagements under this MSA or the SLA. This restriction shall not apply to employees of either Party responding to advertisements in job fairs or news media circulated to the general public.

8.2A SUB-CONTRACTORS

8.2A.1 Consulting Organisation shall not subcontract any work related to the implementation of NDTM Project to be performed under this MSA or under the SLA without the Min. of Tourism's prior written consent.

8.2A.2 The approval of the Min. of Tourism of a sub-contractor shall not relieve the Consulting Organisation of any of its obligations under the Contract. The terms of any sub-contract shall be subject to and conform to the provisions of this Contract.

8.2A.3 It is clarified that the Consulting Organisation shall be the principal employer for all claims arising from the liabilities statutory or otherwise, concerning the sub-contractors.

8.3A ASSIGNMENT

All terms and provisions of this MSA and the SLA shall be binding on and shall inure to the benefit of Min. of Tourism, Consulting Organisation and their respective successors and permitted assigns. Subject to the foregoing, in the event of any assignment of this MSA or the SLA or any rights hereunder by either Party, the assigning Party shall remain liable for the performance of its obligations hereunder. Min. of Tourism may also assign or novate all or any part of this MSA, SLA and Schedules, and the Consulting Organisation agrees to join in any such novation, to any third party contracted to provide outsourced

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services to Min. of Tourism. Any attempted transfer or assignment of this MSA or the SLA not in accordance with this Article 8.3 shall be null and void.

8.4A TRADEMARKS, PUBLICITY

Neither Party may use the trademarks of the other Party without the prior written consent of the other Party. Except as required by law or the rules and regulations of each stock exchange upon which the securities of one of the Parties is listed, neither Party shall publish or permit to be published either along or in conjunction with any other person any press release, information, article, photograph, illustration or any other material of whatever kind relating to this MSA or to the SLA or the business of the Parties without prior reference to and approval in writing from the other Party, such approval not to be unreasonably withheld or delayed provided however that Consulting Organisation may include Min. of Tourism or its client lists for reference to third parties subject to the prior written consent of Min. of Tourism (not to be unreasonably withheld or delayed). Such approval shall apply to each specific reference and relate only to that reference.

8.5A NOTICES

8.5A.1 Any notice or other document which may be given by either Party under this MSA or under the SLA shall be given in writing in person or by pre-paid recorded delivery post or by facsimile transmission.

8.5A.2 In relation to a notice given under this MSA or under the SLA, any such notice or other document shall be addressed to the other Party's principal or registered office address as set out below:

<< Tender Issuing Authority>>

<< email >>

<< Phone >>

With a copy to:

Consulting Organisation:

Tel:

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Fax:

Contact:

Copy to:

8.5A.3 In relation to a notice given under the MSA or under the SLA, shall specify the Parties' address for service of notices, any such notice to be copied to the Parties at the addresses set out in Article 8.5.2.

8.5A.4 Any such notice or other document shall be deemed to have been given to the other Party (or, if relevant, its relevant associated company) when delivered (if delivered in person) if delivered between the hours of 10.00 am and 6.00 pm at the address of the other Party set forth above or if sent by fax, provided the copy fax is accompanied by a confirmation of transmission, or on the next working day thereafter if delivered outside such hours, and 7 days from the date of posting (if by letter).

8.5A.5 Either Party to this MSA may change its address, telephone number, facsimile number and nominated contact for notification purposes by giving the other reasonable prior written notice of the new information and its effective date.

8.6A VARIATIONS AND FURTHER ASSURANCE

8.6A.1 No amendment, variation or other change to this MSA or to the SLA shall be valid unless authorized in accordance with the change control procedure as set out in the Change Control Schedule and made in writing and signed by the duly authorized representatives of the Parties to this MSA or to the SLA.

8.6A.2 Each Party to this MSA or to the SLA agrees to enter into or execute, without limitation, whatever other agreement, document, consent and waiver and to do all other things which shall or may be reasonably required to complete and deliver the obligations set out in this MSA or in the SLA.

8.7A SEVERABILITY AND WAIVER

8.7A.1 If any provision of this MSA or the SLA, or any part thereof, shall be found by any court or administrative body of competent jurisdiction to be illegal, invalid or unenforceable the illegality, invalidity or unenforceability of such provision or

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part provision shall not affect the other provisions of this MSA or the SLA or the remainder of the provisions in question which shall remain in full force and effect. The relevant Parties shall negotiate in good faith in order to agree to substitute for any illegal, invalid or unenforceable provision a valid and enforceable provision which achieves to the greatest extent possible the economic, legal and commercial objectives of the illegal, invalid or unenforceable provision or part provision.

8.7A.2 No failure to exercise or enforce and no delay in exercising or enforcing on the part of either Party to this MSA or to the SLA of any right, remedy or provision of this MSA or the SLA shall operate as a waiver of such right, remedy or provision in any future application nor shall any single or partial exercise or enforcement of any right, remedy or provision preclude any other or further exercise or enforcement of such right, remedy or provision or the exercise or enforcement of any other right, remedy or provision.

8.8A COMPLIANCE WITH LAWS AND REGULATIONS

Each Party to this MSA or to the SLA accepts that its individual conduct shall (to the extent applicable to it) at all times comply with all laws, rules and regulations of government and other bodies having jurisdiction over the area in which the Services are undertaken provided that changes in such laws, rules and regulations which result in a change to the Services shall be dealt with in accordance with the Change Control Schedule.

8.9A PROFESSIONAL FEES

All expenses incurred by or on behalf of each Party to this MSA or to the SLA, including all fees of agents, legal advisors, accountants employed by either of the Parties in connection with the negotiation, preparation and execution of this MSA or the SLA shall be borne solely by the Party which incurred them.

8.10A INSURANCE

The Consulting Organisation shall provide and thereafter maintain insurance against all risks in respect of its property and any equipment used for the execution of this Contract. The Consulting Organisation shall provide and

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thereafter maintain all appropriate workmen's compensation insurance, or the equivalent, with respect to its employees to cover claims for personal injury or death in connection with this Contract. The Consulting Organisation shall also provide and thereafter maintain liability insurance in an adequate amount to cover third party claims for death or bodily injury, or loss of or damage to property, arising from or in connection with the provision of services under this Contract or the operation of any vehicles, or other equipment owned or leased by the Consulting Organisation or its agents, servants, employees or sub-contractors performing work or services in connection with this Contract.

8.11A ETHICS

Consulting Organisation represents, warrants and covenants that it has given no commitments, payments, gifts, kickbacks, lavish or expensive entertainment, or other things of value to any employee or agent of Min. of Tourism in connection with this agreement and acknowledges that the giving of any such payment, gifts, entertainment, or other things of value is strictly in violation of Min. of Tourism's standard policies and may result in cancellation of this MSA and the SLA.

8.12A STRATEGIC CONTROL

Strategic Control of the NDTM project is defined as the authority of Min. of Tourism to own the Project Components and to ensure that all the deliverables are exactly in conformance with the procedures laid down by the Min. of Tourism, that no changes are made to the Project Components, are made without specific approval of Min. of Tourism and that Min. of Tourism has the required access to ensure the same. The strategic control shall be executed in accordance with the Strategic control Schedule (Schedule VII) and shall cover all the aspects of the NDTM Project.

8.13A ENTIRE AGREEMENT

This Agreement and all schedules appended thereto and the contents and specifications of the RFP constitute the entire agreement between the Parties with respect to their subject matter, and as to all other representations, understandings or agreements which are not fully expressed herein, provided

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that nothing in this section shall be interpreted so as to exclude any liability in respect of fraudulent misrepresentation.

In case of conflict in ascertaining the completeness of Scope of Work, the RFP along with annexures shall have precedence over other documents.

In case, anything mentioned in the RFP has not been included in this MSA, then in such event, the provisions/specifications/ requirements as stated in the RFP shall be deemed to be part of this Agreement.

8.14A SURVIVABILITY

The termination or expiry of this MSA or the SLA for any reason shall not affect or prejudice any terms of this MSA or the SLA, or the rights of the Parties under them which are either expressly or by implication intended to come into effect or continue in effect after such expiry or termination.

9 DISPUTES AND LAW

9.1A DISPUTE RESOLUTION (General)

9.1A.1 Any dispute arising out of or in connection with this MSA or the SLA shall in the first instance be dealt with in accordance with the escalation procedure as set out in the Governance Schedule (Schedule IV).

9.1A.2 Any dispute or difference whatsoever arising between the parties to this MSA or SLA out of or relating to the construction, meaning, scope, operation or effect of this MSA or SLA or the validity of the breach thereof, which cannot be resolved through the application of the provisions of the Governance Schedule (Schedule IV) within 30 (thirty) days from the commencement of negotiations, the dispute will be referred to arbitration under the Arbitration and Conciliation Act, 1996. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator. The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

9.1A.3 The Arbitration proceedings will be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English. All legal disputes will come under Delhi jurisdiction.

9.1A.4 The expenses of their respective arbitrators shall be borne by the parties. The expenses incurred in appointment of presiding Arbitrator shall be borne by both the parties jointly. The expenses in connection with the preparation, presentation shall be borne by each Party itself. All arbitration awards shall be in writing and shall mention the reasons for the award.

9.1A.5 Pending the submission of and/or decision on a dispute, difference or claim or until the arbitral award is made; the Parties shall continue to perform all of

their obligations under the MSA and the SLA without prejudice to a final adjustment in accordance with such award.

9.1A.6 Decision of the arbitrators shall be final and binding on both the parties.

9.2A EXIT MANAGEMENT PLAN

The Consulting Organisation shall provide Min. of Tourism, a recommended exit management plan ("Exit Management Plan") which shall deal with important aspects of exit management in relation to this MSA and to the SLA. The exit management plan will comply with Exit Management Schedule (Schedule II).

9.3A AMENDMENT

9.3A.1 The Parties acknowledge and agree that amendment to this MSA or to the SLA shall be made in writing in accordance with the procedure mentioned in this MSA and SLA is executed and signed.

9.3A.2 The Parties acknowledge and agree that the form of the SLA may need to be amended as necessary or appropriate to reflect the legal requirements and practices from time to time applicable in the relevant jurisdiction, and that amendment shall be made in accordance with the Change Control Schedule and to the extent that such amendments are agreed pursuant to this process, they shall prevail over any inconsistent terms in this MSA or the SLA.

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IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

For and on behalf of Min. of Tourism

**For and on behalf of
Consulting Organisation**

Min. of Tourism (1st Party)

An authorized signatory duly nominated
Pursuant to Board Resolution No.

(Name and Designation)

(Name and Designation)

Date:

Date:

Place:

Place:

Witnessed by

Witnessed by

1.

1.

2.

2.

10 SERVICE LEVEL AGREEMENT

The objective of this section is to provide the draft Service Level Agreement to be signed between Min. of Tourism and the successful bidder.

THIS AGREEMENT is made this _____ day of _____ 2023

BETWEEN:

<< Tender issuing authority>>, Min. of Tourism, hereinafter referred to as "Min. of Tourism" (which term or expression unless excluded by or repugnant to the subject or context shall mean and include its successors-in office and assigns) of the FIRST PART.

AND

(II) [_____] a registered company under the Indian Companies Act, 1956 having a registered office at _____ and place of business at _____(hereinafter referred to as "Consulting Organisation").

WHEREAS

A. Min. of Tourism have entered into a Master Services Agreement dated [_____] (the "MSA").

B. In accordance with Article 2.3A of the MSA, Min. of Tourism and Consulting Organisation wish to enter into this Service-Level Agreement ('Agreement/SLA') on the following terms.

10.1A ARTICLE 1: GENERAL PROVISIONS OF THE SERVICE LEVEL AGREEMENT

10.2A DEFINITIONS

10.2A.1 In this Agreement, unless the context requires otherwise:

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S. No.	Term	Definition
1.	Agreement/Service Level Agreement/SLA	means this Agreement, together with the Annexure
2.	Parties	Means Min. of Tourism and Consulting Organisation (Agency) for the purposes of this SLA. Min. of Tourism and the Consulting Organisation; " Party " shall be interpreted accordingly.
3.	Service Level	means the level of service and other performance criteria which will apply to the Services as set out in the SLA parameters effective during the Term of this SLA
4.	Term	means the duration of this SLA

10.2A.2 The headings and use of bold type in this SLA are for convenience only and shall not affect the interpretation of any provision of this SLA.

10.2A.3 The words "day" and "month" mean "calendar day" and "calendar month" unless otherwise stated. Where, because of a difference in time zone, the calendar day or calendar month in one Country differs from another Country, then the calendar day or calendar month shall be deemed to be the calendar day or calendar month applicable to India.

10.3A STRUCTURE

10.3A.1 This SLA shall operate as a legally binding services agreement specifying terms which apply to the Parties and to the provision of the Services by the Consulting Organisation (Agency) to Min. of Tourism under this SLA and the MSA.

10.4A SCOPE OF THE AGREEMENT

The Consulting Organisation (Agency) shall provide the Service Levels in accordance with the performance metrics (as per Section 9: Penalty Clause of the RFP) of this SLA. Further this SLA shall govern the provision of the contracted professional services to Min. of Tourism after the Effective Date.

10.5A COMMENCEMENT AND DURATION OF THIS SLA

10.5A.1 This SLA shall commence on the date on which it is fully executed by Min. of Tourism and the Consulting Organisation (hereinafter the 'Effective Date') and shall, unless terminated earlier in accordance with its terms or unless otherwise agreed by the Parties, expire on the date on which this SLA (as per MSA) expires or terminates for any reason, from the Effective Date of this SLA.

10.6A TERMS OF PAYMENT AND PENALTIES

10.6A.1 In consideration of the Services and subject to the provisions of the MSA and this SLA, Min. of Tourism (MoT) shall pay the amounts in accordance with the SCHEDULE VI: Payment Schedule of the MSA.

10.6A.2 It is clarified here that Min. of Tourism can also calculate a financial sum and debit the same against the terms of payment as defined in the Payment Schedule of the MSA as a result of the failure of the Consulting Organisation (Agency) to meet the Service Level.

10.7A UPDATING THE SERVICE LEVEL AGREEMENT

10.7A.1 Any and all changes to the agreement will be initiated in writing between Min. of Tourism and the Consulting Organisation (Agency). The service levels in this agreement are considered to be standard for the Min. of Tourism and will only be modified if both parties agree to an appended set of terms and conditions.

10.7A.2 This Service Level Agreement is not a fixed document to be produced once and used forever. Instead, it must be re-evaluated and updated as the work environment changes. As technology changes, the services and systems covered by this Agreement will change. New areas of responsibility must be documented.

10.7A.3 This agreement is effective on <<**Insert Date**>>, and is in effect and shall continue to be valid for a period encompassing Transaction Advisory Services Phase for a duration of eleven (11) months followed by Program & Project Management Phase for a duration of thirteen (13) months.

The Term of the project shall include the following phases:

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- a. Transaction Advisory Service Phase: This phase shall commence from the Date of Commencement till onboarding of Main Implementing Agency
- b. Program & Project Management Phase: This phase shall commence post onboarding of Main Implementing Agency for a duration of thirteen (13) months until SLA is terminated by either party. Min. of Tourism and the Consulting Organisation (Agency) must agree upon any additions and changes to this SLA.

10.7A.4 The following is a description of the Service Level Agreement Change Process:

- (i) Consulting Organisation (Agency) and/or Min. of Tourism identify a requirement different from any in the current Service Level Agreement. Consulting Organisation or Min. of Tourism completes a Service Level Agreement Change Request in the format as specified in the Change Control Schedule of the MSA.
- (ii) SLA Change Request is presented to Min. of Tourism or Consulting Organisation (Agency) for review.
- (iii) Each party must approve all Service Level Agreement changes within stipulated time frame.
- (iv) If the change is approved, the approval information is filled in on the change form, the requesting party is notified of the implementation date, the approved request is communicated in writing to all parties listed in (ii) above, and the Service Level Agreement Change Request is appended to the Service Level Agreement. If the changes are not approved, the Requestor of the change will be notified. The Service Level Agreement is updated as and when required.

10.8A RESPONSIBILITIES AND OBLIGATIONS

The RFP defines Min. of Tourism and Consulting Organisation's (Agency) roles and responsibilities typically required to successfully support the initiative.

10.9A PERFORMANCE REVIEW

10.9A.1 The representatives of both the Parties will meet weekly, fortnightly and monthly to discuss project priorities, service levels and system performance. Additional meetings may be held at the request of either the Service Provider or the Service Receiver. The Agenda for these meetings will be:

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- (i) Service Performance
- (ii) Review of Specific Problems/Exceptions and Priorities
- (iii) Review Operation of the SLA and determine corrective action to overcome deficiencies.

10.10A INTERPRETATION

10.10A.1 Apart from the provisions as set out hereinabove, the terms and conditions stated in the MSA shall apply to this SLA. In the event of a conflict in interpretation of any Article in the MSA and the SLA, the provisions of the MSA shall prevail.

10.11A SERVICE LEVELS

For detail service levels and their penalties refer to Section 9: Penalty Clause, of this RFP.

10.12A Maximum Cap on SLA Penalties

10.12A.1 The Penalty shall be calculated on a quarterly basis. The total penalties should not exceed 10% of the total contract value. In the event of exceeding this limit, Min. of Tourism may at its discretion have right to terminate the contract as per the terms and Conditions of this RFP and Draft contract Agreement.

IN WITNESS WHEREOF the Parties have by duly authorized representatives set their respective hands and seal on the date first above written in the presence of:

For and on behalf of Min. of Tourism

**For and on behalf of
Consulting Organisation (Agency)**

Min. of Tourism (1st Party)

An authorized signatory duly
nominated Pursuant to
Board Resolution No. Dated

(Name and Designation)

(Name and Designation)

Date:

Date:

Place:

Place:

Witnessed by

Witnessed by

1.

1.

2.

2.

11 NON-DISCLOSURE AGREEMENT (MUTUAL CONFIDENTIALITY AGREEMENT)

THIS AGREEMENT is made on thebetween Ministry of Tourism, Govt. of India and having its Office at << >>New Delhi- <<Pin code>> AND _____ incorporated under the laws of India and having its principal place of business at _____

For purposes of this Agreement, the party that owns and/or discloses confidential information is hereinafter referred to as the "Disclosing Party" and the party that receives and or accesses confidential information hereunder is hereinafter referred to as "Recipient."

1. Purpose. The parties hereto wish to explore a business opportunity of mutual interest and in that either party may receive confidential information of the other party for the following purposes:

“ _____ ”

2. Definition. "Confidential Information" means any information, technical data, or know-how (including, but not limited to, information relating to research, products, software, services, development, inventions, processes, engineering, marketing, techniques, customers, pricing, internal procedures, business and marketing plans or strategies, finances, employees and business opportunities) disclosed by the Disclosing Party to Recipient either directly or indirectly in any form whatsoever including, but not limited to, in writing, in machine readable or other tangible form, orally or visually (subsequently reduced to writing) (1) that has been marked as confidential; (ii) whose confidential nature has been made known by Disclosing Party, orally or in writing, to Recipient; or (iii) that due to its character and nature, a reasonable person under like circumstances would treat as confidential.

3. Exclusions. Confidential Information does not include information, which: (i) is in Recipient's possession at the time of disclosure; (ii) before or after it has been disclosed to Recipient, becomes part of the public knowledge or literature, not as a result of any action or inaction of Recipient; (iii) is approved for release by written authorization of the Disclosing Party; (iv) is disclosed to Recipient by a third party not in violation of any obligation of confidentiality; or (v) is independently developed by Recipient without reference to Confidential Information of the Disclosing Party.

4. Use Limitations. Recipient agrees not to use the Confidential Information for its own use or for any purposes except for the Purpose expressly set forth above. Recipient agrees not to copy, alter, modify, disassemble, reverse engineer or decompile any of the materials unless permitted in writing by the Disclosing Party.

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5. Non-Disclosure. Recipient agrees not to disclose the Confidential Information to any third parties or to any of its employees except those employees who have a need to know the Confidential Information for accomplishing the stated Purpose described herein and where such employees shall be made aware that the information is confidential and shall be under a written contractual restriction on non-disclosure and proper treatment of Confidential Information that is no less restrictive than the terms of this Agreement. Notwithstanding the foregoing, Recipient may disclose the Disclosing Party's Confidential Information to the extent required by a valid order by a court or other governmental body or by pursuant to an applicable law or regulation; provided, however, that Recipient will use all reasonable efforts to notify Disclosing Party of the obligation to make such disclosure in advance of the disclosure so that Disclosing Party will have a reasonable opportunity to object to such disclosure. Recipient agrees that it shall treat the Confidential Information with the same degree of care as it accords to its own confidential information of a similar nature; provided that in no event shall Recipient exercise less than reasonable care to protect the Confidential Information. Recipient agrees to advise the Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information of which Recipient may become aware.
6. Third Party Information. Neither party shall communicate any information to the other in violation of the proprietary rights of any third party.
7. Return of Materials. Any materials or documents of Disclosing Party which are furnished to Recipient, and all copies thereof, at the earlier of Disclosing Party's request for return of the materials, or the termination of the business relationship between the Disclosing Party and Recipient, at the Disclosing Party's option, will either be: (i) promptly returned to the Disclosing Party; or (ii) destroyed by Recipient (with Recipient providing written certification of such destruction).
8. No License. The Confidential Information shall remain the sole property of the Disclosing Party. No license is granted to Recipient under any patents, copyrights, mask work rights or other proprietary rights by the disclosure of any information hereunder, nor is any warranty made as to such information.
9. Remedies. Recipient understands and agrees that the Disclosing Party is providing the Confidential Information to Recipient in reliance upon this Agreement, and Recipient will be fully responsible to the Disclosing Party for any damages or harm caused to the Disclosing Party by a breach of this Agreement by Recipient or any of its officers, directors, employees or consultants. Recipient acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to the Disclosing Party for which there will be no adequate remedy at law, and the Disclosing Party shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach

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or intended breach of this Agreement by Recipient. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity.

10. **Attorneys' Fees, Jurisdiction/Venue.** In the event of any litigation or other legal proceedings between the parties, the prevailing party shall be entitled to reasonable attorneys' fees and all costs of proceedings incurred in enforcing this Agreement. The Courts in Delhi, India shall have exclusive jurisdiction to try and dispose of any proceedings arising out of this Agreement.

11. **Termination & Survival.** This Agreement will become effective as of the date first mentioned herein above and will continue to be in force for a period of ___thereafter. Recipient's obligations under this Agreement with respect to Confidential Information it has received shall continue for a period of One (1) year after Expiry of Contract/MSA.

12. **General.** This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understandings. This Agreement may be amended or modified only in writing signed by authorized representatives of the parties hereto. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity shall not affect the other provisions of this Agreement and the unenforceable or invalid provision shall be construed to be amended in order to avoid such unenforceability or invalidity while preserving as closely as possible the intent of the parties.

13. **Notices.** All notices or reports permitted or required under this Agreement shall be in writing and shall be by personal delivery, nationally recognized overnight courier service, facsimile transmission or by certified or registered mail, return receipt requested, and shall be deemed given upon the earlier of actual receipt or one (1) day after deposit with the courier service, receipt by sender of confirmation of electronic transmission or five (5) days after deposit in the mail.

IN WITNESS WHEREOF, each of the parties hereto have caused this Agreement to be executed by a duly authorized representative of such party as of the date first above written.

For and on behalf of Min. of Tourism

**For and on behalf of
Consulting Organisation (Agency)**

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Min. of Tourism (1st Party)

An authorized signatory duly nominated
Pursuant to Board Resolution No.

(Name and Designation)

(Name and Designation)

Date:

Date:

Place:

Place:

Witnessed by

Witnessed by

1.

1.

2.

2.

12 SCHEDULE I: CHANGE CONTROL SCHEDULE

This Schedule describes the procedure to be followed in the event of any proposed change to the Master Service Agreement (“MSA”), SLA and Scope of Work. Min. of Tourism and the Consulting Organisation shall ensure that the change request shall only be for a Consulting work.

Min. of Tourism will work with the Consulting Organisation (Agency) to ensure that all changes are discussed and managed in a constructive manner.

This Change Control Schedule sets out the provisions which will apply to changes to (a) the MSA; (b) the Scope of Work and (c) SLA

CHANGE MANAGEMENT PROCESS

Change requests in respect of the MSA, the SLA and Scope of work will emanate from the Parties' respective Project Manager who will be responsible for obtaining approval for the change and who will act as its sponsor throughout the Change Control Process.

1. Change Control

i. Purpose

This Schedule applies to and describes the procedure to be followed in the event of any proposed change to the scope of work. Such change shall include, but shall not be limited to, changes in the scope of services provided by Consulting Organisation (Agency), pursuant to this Contract and changes to the terms of payment as stated in the Section 8 of the RFP.

Min. of Tourism and Consulting Organisation (Agency) recognize that change is an inevitable part of delivering services and that a significant element of this change can be accomplished by re-organizing processes and Responsibilities without a material effect on the cost. Consulting Organisation (Agency) will endeavor to the best of its ability, to effect change without an increase in the terms of payment as stated in the Section 8 of the RFP and The Min. of Tourism will work with Consulting Organisation (Agency) to ensure that all changes are discussed and managed in a constructive manner.

ii. Change Control Note (CCN)

- a) Change requests in Respect of the Contract, the scope of work, the deliverables, the acceptance criteria for the deliverables, the Project management, or the SLA will emanate from the Parties' respective relevant Project representatives who will be responsible for obtaining approval for the change and who will act as its Sponsor throughout the change control process and will complete Part A of the CCN given in this section. CCNs will be presented to the other Party's Programme Manager who will acknowledge receipt by signature on the CCN.
- b) Consulting Organisation (Agency) and Min. of Tourism, while preparing the CCN, shall consider the change in the context of the following parameter, namely whether the change is beyond the scope of services pursuant to the Contract including ancillary and concomitant services required and as detailed in the RFP and is suggested and applicable as set out in this Contract.
- c) It is hereby also clarified that the costs for the changes will be calculated on the basis of blended person-month cost quoted by Consulting Organisation (Agency) in its bid and estimated blended person-month effort to be submitted by Consulting Organisation prior to taking up the change of control event and accepted by the Min. of Tourism.

iii. Quotation

- a) Consulting Organisation (Agency) shall assess the CCN and complete Part B of the CCN as provided in this section and complete the Part B of the CCN format.
- b) Prior to submission of the completed CCN to Min. of Tourism, or its nominated agencies, Consulting Organisation (Agency) will undertake its own internal review of the proposal and obtain all necessary internal approvals. As a part of this internal review process, Consulting Organisation shall consider the materiality of the proposed change in the context of the Contract, the scope of Implementation Services, the Deliverables, the Project Management, SLA

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affected by the change and the total effect that may arise from implementation of the change.

iv. Costs

Each Party shall be responsible for its own costs incurred in the quotation, preparation of CCNs and in the completion of its obligations described in this process provided Consulting Organisation (Agency) meets the obligations as set in the CCN. In the event Consulting Organisation is unable to meet the obligations as defined in the CCN then the cost of getting it done by third party will be borne by Consulting Organisation (Agency).

v. Obligations

Consulting Organisation (Agency) shall be obliged to implement any proposed changes once the approval in accordance with clauses above has been given, with effect from the date agreed for implementation.

vi. Change Control Note (CCN)

Change Control Note		CCN Number:
Part A: Initiation		
Title:		
Originator:		
Sponsor:		
Date of Initiation:		
Details of Proposed Change		
(To include reason for change and appropriate details/Specifications. Identify any attachments as A1, A2, and A3 etc.)		
Authorized by Min. of Tourism	Date:	
Name:		
Signature:		
Received by the Operator	Date:	
Name:		

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Signature:	
Change Control Note	CCN Number:
Part B : Evaluation	
(Identify any attachments as B1, B2, and B3 etc.) Changes to Services, charging structure, payment profile, Documentation, training, services and component working arrangements and any other contractual issue.	
Brief Description of Solution:	
Impact:	
Deliverables:	
Timetable:	
Charges for Implementation: (including a schedule of payments)	
Other Relevant Information: (Refer to Clause 3 (a))	
Authorized by the Operator	Date:
Name:	
Signature:	

For Min. of Tourism and its nominated agencies	For Consulting Organisation (Agency)
Signature	Signature
Name	Name
Title	Title
Date	Date
Change Control Note	CCN Number :

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Part C : Authority to Proceed	
Implementation of this CCN as submitted in Part A, in accordance with Part B is: (tick as appropriate)	
Approved	
Rejected	
Requires Further Information (as follows, or as Attachment 1 etc.)	
For Min. of Tourism and its nominated agencies	For Consulting Organisation (Agency)
Signature	Signature
Name	Name
Title	Title
Date	Date

13 SCHEDULE II: EXIT MANAGEMENT SCHEDULE

PURPOSE

- a. This Schedule sets out the provisions, which will apply on expiry or termination of the MSA, the Project Implementation and SLA.
- b. In the case of termination of the Project Implementation and/or SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c. The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

EXIT MANAGEMENT PERIOD

The Exit Management period will start one (1) month before the expiry / Termination of the contract whichever is applicable.

COOPERATION AND PROVISION OF INFORMATION

During the exit management period:

- a. the Consulting Organisation (Agency) will allow Min. of Tourism access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable Min. of Tourism to assess the existing services being delivered;
- b. promptly on reasonable request by Min. of Tourism, the Consulting Organisation shall provide access to, and copies of all information held or controlled by them which they have prepared or maintained in accordance with the MSA, the Project Implementation, and the SLA relating to any material aspect of the services (whether provided by the Consulting Organisation or sub-contractors appointed by the Consulting Organisation). Min. of Tourism shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Consulting Organisation (Agency) shall permit Min. of Tourism and/or any Replacement Agency to have reasonable access to its employees and facilities as reasonably required by Min. of Tourism to understand the methods of delivery of the services employed by the Consulting Organisation and to assist appropriate knowledge transfer.

CONFIDENTIAL INFORMATION, SECURITY AND DATA

- a. The Consulting Organisation (Agency) will promptly on the commencement of the exit management period supply to Min. of Tourism the following:
 - i. information relating to the current services rendered and customer satisfaction surveys and performance data relating to the performance of sub-contractors (if any) in relation to the services;
 - ii. documentation relating to Project's Intellectual Property Rights;
 - iii. documentation relating to sub-contractors (if any);
 - iv. all current and updated data as is reasonably required for purposes of Min. of Tourism transitioning the services to its Replacement Agency / Consulting Organisation in a readily available format nominated by Min. of Tourism;
 - v. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable Min. of Tourism, or its Replacement Agency / Consulting Organisation to carry out due diligence in order to transition the provision of the Services to Min. of Tourism, or its Replacement Consulting Organisation (as the case may be).
- b. Before the expiry of the exit management period, the Consulting Organisation (Agency) shall deliver to Min. of Tourism all new or up-dated materials from the categories set out in Article above and shall not retain any copies thereof, except that the Consulting Organisation (Agency) shall be permitted to retain one copy of such materials for archival purposes only.
- c. Before the expiry of the exit management period, unless otherwise provided under the MSA, Min. of Tourism shall deliver to the Consulting Organisation all forms of Consulting Organisation (Agency) confidential information, which is in the possession or control of Min. of Tourism or its users.

EMPLOYEES

- a. Promptly on reasonable request at any time during the exit management period, the Consulting Organisation (Agency) shall, subject to applicable laws, restraints

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and regulations (including in particular those relating to privacy) provide to Min. of Tourism a list of all employees (with job titles) of the Consulting Organisation (Agency) dedicated to providing the services at the commencement of the exit management period;

- b. Where any national, regional law or regulation relating to the mandatory or automatic transfer of the contracts of employment from the Consulting Organisation (Agency) to Min. of Tourism or its nominees, or a Replacement Consulting Organisation ("Transfer Regulation") applies to any or all of the employees of the Consulting Organisation, then the Parties shall comply with their respective obligations under such Transfer Regulations.
- c. To the extent that any Transfer Regulation does not apply to any employee of the Consulting Organisation, Min. of Tourism, or its Replacement Consulting Organisation may make an offer of employment or contract for services to such employee of the Consulting Organisation and the Consulting Organisation shall not enforce or impose any contractual provision that would prevent any such employee from being hired by Min. of Tourism or any Replacement Consulting Organisation.

TRANSFER OF CERTAIN AGREEMENTS

On request by Min. of Tourism, the Consulting Organisation shall effect such assignments, transfers, licenses and sub-licenses as Min. of Tourism may require in favor of the Min. of Tourism, or its Replacement Agency / Consulting Organisation in relation to any equipment lease, maintenance or service provision agreement between Consulting Organisation and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by Min. of Tourism or its Replacement Consulting Organisation.

RIGHTS OF ACCESS TO PREMISES

- a. At any time during the exit management period, where Assets are located at the Consulting Organisation's (Agency) premises, the Consulting Organisation (Agency) will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to)

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Min. of Tourism, and/or any Replacement Consulting Organisation in order to make an inventory of the Assets.

- b. The Consulting Organisation (Agency) shall also give Min. of Tourism, or any Replacement Consulting Organisation right of reasonable access to the Consulting Organisation's premises and shall procure Min. of Tourism and any Replacement Agency / Consulting Organisation rights of access to relevant third-party premises during the exit management period and for such period of time following termination or expiry of the MSA as is reasonably necessary to migrate the services to the Min. of Tourism, or a Replacement Consulting Organisation.

GENERAL OBLIGATIONS OF THE CONSULTING ORGANISATION (AGENCY)

- a. The Consulting Organisation shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to Min. of Tourism or its Replacement Consulting Organisation and which the Consulting Organisation has in its possession or control at any time during the exit management period.
- b. For the purposes of this Schedule, anything in the possession or control of any Consulting Organisation, associated entity, or sub-contractor is deemed to be in the possession or control of the Consulting Organisation (Agency).
- c. The Consulting Organisation (Agency) shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

EXIT MANAGEMENT PLAN

- a. The Consulting Organisation (Agency) shall provide Min. of Tourism with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the SLA.
 - i. A detailed program of the transfer process that could be used in conjunction with a Replacement Agency / Consulting Organisation or Min. of Tourism itself including details of the means to be used to ensure continuing provision

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- of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
- ii. plans for the communication with such of the Consulting Organisation's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Min. of Tourism's operations as a result of undertaking the transfer.
 - iii. plans for provision of contingent support to Min. of Tourism and Replacement Agency / Consulting Organisation for a reasonable period after transfer.
- b. The Consulting Organisation (Agency) shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 - c. Each Exit Management Plan shall be presented by the Consulting Organisation to and shall be approved by Min. of Tourism.
 - d. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Consulting Organisation complying with its obligations under this Schedule.
 - e. In the event of termination or expiry of MSA, Project Implementation, or SLA, each Party shall comply with the Exit Management Plan.
 - f. During the exit management period, the Consulting Organisation (Agency) shall use its best efforts to deliver the services.
 - g. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

14 SCHEDULE III: AUDIT, ACCESS AND REPORTING

PURPOSE

This Schedule details the audit, access and reporting rights and obligations of Min. of Tourism and the Consulting Organisation.

AUDIT NOTICE AND TIMING

Min. of Tourism may conduct audits for services rendered (as per Scope of Work defined in RFP) at its own discretion.

ACCESS

The Consulting Organisation (Agency) shall provide to Min. of Tourism reasonable access to employees, subcontractors, suppliers, agents and third-party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. The Min. of Tourism shall have the right to copy and retain copies of any relevant records. The Consulting Organisation (Agency) shall make every reasonable effort to co-operate with them.

AUDIT RIGHTS

- a. Min. of Tourism shall have the right to audit and inspect suppliers, agents and third-party facilities (as detailed in the RFP), data centers, project components, Back Up Site, data entry office, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:
 - i. The security, integrity and availability of all Min. of Tourism data processed, held or conveyed by the Partner on behalf of Min. of Tourism and documentation related thereto;
 - ii. That the actual level of performance of the services is the same as specified in the SLA;
 - iii. That the Consulting Organisation (Agency) has complied with the relevant technical standards, and has adequate internal controls in place; and
 - iv. The compliance of the Consulting Organisation (Agency) with any other obligation under the MSA and SLA.

AUDIT RIGHTS OF SUB-CONTRACTORS, SUPPLIERS AND AGENTS

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- a. The Consulting Organisation (Agency) shall use reasonable endeavors to achieve the same audit and access provisions as defined in this Schedule with sub-contractors, suppliers and agents who supply labour, services, equipment or materials in respect of the services. The Consulting Organisation shall inform the Min. of Tourism prior to concluding any sub-contract or supply agreement of any failure to achieve the same rights of audit or access.
- b. **REPORTING:** The Consulting Organisation (Agency) will provide monthly reports to Min. of Tourism regarding any specific aspects of the Project and in context of the audit and access information as required by the Min. of Tourism.

ACTION AND REVIEW

- a. Any change or amendment to the systems and procedures of the Consulting Organisation, or sub-contractors, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- b. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to Min. of Tourism and shall determine what action should be taken in respect of such discrepancies in accordance with the terms of the MSA.

TERMS OF PAYMENT

The Min. of Tourism (MoT) shall bear the cost of any audits and inspections.

RECORDS AND INFORMATION

For the purposes of audit in accordance with this Schedule, the Consulting Organisation (Agency) shall maintain true and accurate records in connection with the provision of the services and the Consulting Organisation (Agency) shall handover all the relevant records and documents upon the termination or expiry of the MSA.

15 SCHEDULE IV: GOVERNANCE SCHEDULE

PURPOSE

The purpose of this Schedule is to (i) establish and maintain the formal and informal processes for managing the relationship between Min. of Tourism and the Consulting Organisation (including the outputs from other Schedules to this MSA; (ii) define the principles that both Parties wish to follow to ensure the delivery of the Services; (iii) ensure the continued alignment of the interests of the Parties; (iv) ensure that the relationship is maintained at the correct level within each Party; (v) create the flexibility to revise and maintain the relationship and this MSA and SLA during the Term; (vi) set out the procedure for escalating disagreements; and (vii) enable contract administration and performance management.

GOVERNANCE STRUCTURE

Project Managers: The relationship under this MSA and SLA will be managed by the Project Managers appointed by each Party, who will provide the interface between the executive management of the respective Parties.

Within one 1 week following the Effective Date, Min. of Tourism and the Consulting Organisation (Agency) shall each appoint a Project Manager. In the event that either Party wishes to substitute its Project Manager it will do so in manner in which the original appointment is made and notify the other Party of such substitution as soon as reasonably practicable but at the latest within fourteen days of the substitution.

The Project Managers shall have responsibility for maintaining the interface and communication between the Parties.

The Management Committee will meet formally on a Quarterly basis at a time and location to be agreed between them. These meetings will cover, as a minimum, the following agenda items: (i) consideration of Quarterly Performance Reports; (ii) consideration of matters arising out of the Change Control Schedule; (iii) issues escalated in accordance with the escalation procedure as set out in the Governance Schedule; (iv) matters to be brought before the Management Committee in accordance with the MSA and the Schedules; (v) any matter brought before the Management Committee by the Consulting Organisation under this Article; and (vi) any other issue which either Party wishes to add to the agenda.

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In the event that there is any material factor which affects the delivery of the Services or the terms of payment as stated in the Terms of Payment Schedule, the Parties agree to discuss in the Management Committee any appropriate amendment to the MSA or any Service Level Agreements or statement of Works including any variation to the terms of payment as stated in the Terms of Payment Schedule. Any variation so agreed shall be implemented through the change control procedure as set out in the Change Control Schedule.

16 SCHEDULE V: INVOICING AND SETTLEMENT SCHEDULE

In respect of its remuneration for the services, the Consulting Organisation shall be eligible to receive the payments in accordance with the section 8 “Payment Schedule” described in the RFP.

Subject to the specific terms of each Service Level Agreement, the Consulting Organisation (Agency) should submit its invoices in accordance with the following principles:

- i. Min. of Tourism shall be invoiced by the Consulting Organisation (Agency) for the Services. Generally, and unless otherwise agreed in writing between the Parties or expressly set out in the Service Level Agreement, the Consulting Organisation (Agency) shall raise an invoice as per the ‘payment terms’ as stated in the “Payment Schedule” section of RFP.
- ii. Any invoice presented in accordance with this Article shall be in a form agreed with Min. of Tourism.

The penalties are imposed on the Consulting Organisation as per the SLA. Payments will be released after adjusting the penalties pertaining to SLA, if any.

Min. of Tourism shall be entitled to delay or withhold payment of any invoice or part of it delivered by the Consulting Organisation (Agency) under this Schedule where the Min. of Tourism disputes such invoice or part of it provided that such dispute is bona fide. The withheld amount shall be limited to that which is in dispute. Any exercise by Min. of Tourism under this Article shall not entitle the Consulting Organisation (Agency) to delay or withhold provision of the Services.

17 SCHEDULE VI: PAYMENT SCHEDULE

- (i) Payment Schedule shall be governed by section 8: Payment Schedule of the RFP.
- (ii) Consulting Organisation (Agency) shall invest for all the expenses including IT, non-IT infrastructure and deployment of skilled resources to provide all the services as provided under Scope of Work in this RFP.
- (iii) The Consulting Organisation (Agency) should implement the Scope of Work as mentioned in this RFP within stipulated time from the date of signing of the contract/Agreement. The Consulting Organisation's request for payment shall be made as per the "Payment Schedule" of this RFP.
- (iv) The payment will be released after deducting the penalty as per the penalty clause. The penalties for not achieving SLA are furnished in **Section 9: Penalty Clause** of this RFP.

18 SCHEDULE VII: STRATEGIC CONTROL SCHEDULE

STRATEGIC CONTROL DEFINED

Min. of Tourism requires that it retains a Strategic Control over the Implementation of NDTM project so as to ensure the following:

- (I) That any changes to the Project Components are made under due authority of Min. of Tourism
- (II) That the Project Components are administered with utmost care and caution
- (III) That the security of the Project Components are of the highest order following international standards and
- (IV) That the Project Components are owned by Min. of Tourism

Against the above requirement, **Strategic Control of the NDTM Project** is defined as the authority of Min. of Tourism to own the Project Components and the data of the Project Components and to ensure that the Project Components have been commissioned / managed exactly in conformance with the procedures laid down in RFP, that the Project Components perform functions and activities which have been provided for or contemplated by the prescribed procedures, that no changes are made to the Project Components and the data without specific approval of Min. of Tourism and that Min. of Tourism has the required access to ensure the same .

19 ANNEXURE I: SCOPE OF WORK FOR Consulting Organisation

The scope of work for the selected Consulting Organisation (Agency) is as per Section 3: Scope of Work of the RFP and consequent clarifications, corrigendum and addendum.