

# Draft

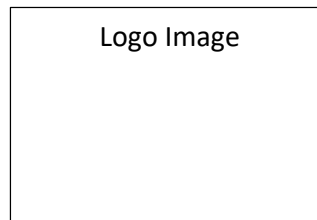
RFP No. ....

Date.....

Request for Proposal (RFP)

For

Engagement of Survey Agencies for conducting Surveys for Data on  
Domestic and Foreign Tourist visitors/visits in  
Various Destinations,  
Districts of the << State/ UT of Name of State/UT, India>>



<<Name of Department of Tourism>>

<< Name of States/UT>>, India

<<Address Line-1>>,

<<Address Line-2>>,

<<City>>, Pin code-XXXXXX.

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## A. Disclaimer

- a) Request for Proposal from **Survey Agencies Empanelled** by Ministry of Tourism vide RFE No.....dated.....for conducting Surveys for Data on Domestic and Foreign Tourist visitors/visits in the <<State/ UT of Name of State/UT>> of India.
- b) The information contained in this Request for Proposal document (RFP) or subsequently provided to the Bidders, whether verbally or in documentary or in any other form by or on behalf of the <<Tourism department of State/ UT of Name of State/UT>> of India or any of its employees or advisors, is provided to the Bidders on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.
- c) This RFP is not an Agreement and is neither an offer nor an invitation by the <<Tourism department of State/ UT of Name of State/UT>> of India to the Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals. The information is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- d) While reasonable care has been taken in providing information in this RFP, the Bidders are advised not to rely on this information only but also carry out their independent due diligence and risk assessments before submitting their response to this RFP. Further, the Bidders are advised to conduct their own analysis of the information contained in this RFP, carry out their own investigations about the project, the regulatory regime which applies thereto and all matters pertaining to the <<Tourism department of State/ UT of Name of State/UT>> of India and to seek their own professional advice on the legal, financial and regulatory consequences of entering into an agreement or arrangement relating to this RFP.
- e) The information contained in this RFP is subject to update, expansion, revision and amendment prior to the last day of submission of the bids at the sole discretion of the <<Tourism department of State/ UT of Name of State/UT>> of India. In case any major revisions to this RFP are made by the <<Tourism department of State/ UT of Name of State/UT>> of India within seven days preceding the last date of submission of the Proposals, the <<Tourism department of State/ UT of Name of State/UT>> of India may, at its discretion, provide reasonable additional time to the Bidders to respond to this RFP. Neither the <<State/UT Tourism department>> nor any of its officers, employees nor any advisors nor consultants undertakes to provide any Bidder with access to any additional information or to update the information in this RFP.



## List of Abbreviations

<b>Abbreviation</b>	<b>Explanation</b>
MoT	Ministry of Tourism
NPC	National Productivity Council
ECE	Evaluation Committee for Proposal
RFP	Request for Proposal
DSC	Digital Signature Certificate
PKI	Public Key Infrastructure
SPPP	State Public Procurement Portal
FY	Financial Year
BSD	Bid Security Declaration
WO	Work Order
LOE	Letter of Empanelment
LOA	Letter of Award
FM	Force Majeure
ITB	Instructions to Bidders (may in some instance be called Instructions to Tenderer - ITT)
NIC	National Informatics Centre
ToT	Training of Trainers
MT	Master Trainer

\* The list may be customised as per the requirement of the <<State/ UT of Name of State/ UT>>, India.

## Section 1

### 1.0 Invitation for Proposal

#### 1.1.Preamble

- a. <<Tourism department of State/ UT of Name of State/UT>> of India intends to engage Survey Agency from the list empaneled with MoT vide RFE No..... dated.....for conducting the tourism survey at Destination, District level & State/UT Level across the State/ UT.
- b. <<Tourism department of State/ UT of Name of State/UT>> invites Proposal from empanelled vendors (hereafter referred as 'Bidders') to select a preferred bidder who is capable of conducting the tourism survey at Destination, District level in the <<Name of State/UT>> of India. Refer Form Tech- 3 " List of Destinations in the districts of the State/UT".
- c. Request for Proposal (RFP) has been published on <<T01>> at website (<<Link to access the NIT>>) as well as SPPP (<<Link to access the RFP>>)/ Link to host portal for ready reference.
- d. Respondents to this RFP (also referred to as "bidders") are expected to follow the detailed instructions provided herein carefully. Failure to follow the format as instructed may result in disqualification of the proposal. Bidders will be further short-listed after an evaluation of responses/ proposals received and will be subjected to final negotiations as necessary.
- e. This RFP process will be administered through <<link of the host portal>>. The Bidders are required to submit soft copies of their proposals electronically on the <<link of the host portal>>. using valid Digital Signature Certificates. The instructions given at **Section 2.10** are meant to assist the Bidders in registering on the <<link of the host portal>>, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the <<name of link of the host portal>>. More information for submitting the Bids online on the <<link of the host portal>> may be obtained at <<link of the host portal>>. For any clarification on the RFP please contact through email at <<email ID of Nodal Officer of State/UT>>.
- f. It is envisaged to engage agency from empanelled list for tourism survey services as per scope of work listed under "3.0" of this RFP.
- g. It is to bring to the notice of the Bidders that National Productivity Council (NPC) under Department of Promotion of Industry & Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India has been engaged by Ministry of Tourism for preparation and deployment of Integrated Automated Dashboard for submission of DTV and FTV Data by State Government/ Union Territories, district, State & Ministry Level.
- h. The successful bidder tourism survey agency shall work under directions of <<Tourism department of State/ UT of Name of State/UT>> of India. Also, National

Productivity Council (NPC) shall provide all necessary technical support to implement the survey.

- i. After engagement of the successful Agency by <<Tourism department of State/ UT of Name of State/UT>> of India, a training of trainers (ToT) on methodology of conducting the surveys will be scheduled by NPC for the state level supervisors of the Survey Agencies to develop Master Trainers (MT).
- j. National Productivity Council (NPC) will conduct the above mentioned trainings for providing an understanding of methodology to be followed by engaged agencies and their respective supervisors for execution of state tourism survey through workshops at regional level to develop MTs.
- k. Further it will be responsibility of the engaged Survey Agency to impart trainings through these MT to field surveyors and supervisors at no cost to <<Tourism department of State/ UT of Name of State/UT>> of India and ensure the quality of Tourism Survey.
- l. For speeding up the data entry, compilation, analysis & reporting on monthly basis, a mobile app will be provided to the surveyors. The field Surveyors are required use the mobile app to fill, validate and send the data to Dashboard of MoT.
- m. <<Tourism department of State/ UT of Name of State/UT>> of India reserves the right to reject any or all of the responses to this RFP without assigning any reason. <<Tourism department of State/ UT of Name of State/UT>> of India takes no responsibility for delay, loss or non-receipt of response to RFP.

## 1.2.Important Dates

S No.	Particular	Timelines
1	Release of Empanelled List by MoT	T00
2	Start date of publishing of RFP document on e-procurement portal	T 01
3	Pre Bid Meeting with empanelled agencies	T 01 + 7 Days
4	Last date and time for submission of bids	T 01 + 36 Days
5	Date of opening of Financial bids	T 01 + 41 Days
6	Release of ranking of Bidders	T01 + 46 Days
7	Award of Work Order & signing of contract	T01 + 60 Days

\*Days mentioned are (Calendar Days)

## Section-2

### 2.0 Instructions to the Bidders

#### 2.1 Completeness of Response-

- a) Agency is required to study all instructions, forms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to this document will be at the Bidder's risk and may result in rejection of its Proposal. *The declaration by bidder will be submitted as per **Form Tech-2**.* It should be ensured that various formats mentioned in this RFP should be adhered to and no changes in the format should be done. The document should be page numbered, must contain the list of contents with page numbers and each page shall be initialled by the Authorized Representative of the bidder. RFP submitted by the bidder should be concise and contain only relevant information as required.

#### 2.2 Bid Security Declaration (BSD):

- a) Bidders shall submit, along with their Bids, Bid Security Declaration (BSD). The bid / proposal submitted without BSD, mentioned above, will be summarily rejected.
- b) *BSD shall be submitted as per **Formtech-3 of RFP**.*
- c) The Bidder shall be suspended for a period of 3 Years/ duration:
  - a) If a bidder withdraws or modifies its bid during the period of bid validity.
  - b) In case of a successful Bidder, if the Bidder fails to sign the Agreement in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP.
  - c) During the Bid process, if a Bidder indulges in any act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- d) Micro & Small Enterprises (MSE) as defined in MSE procurement policy issued by Ministry of MSME and start-ups as recognised by Department for Promotion of Industry & Internal trade (DPIIT), Government of India are also required to submit **Formtech-3**.
- e) The decision of <<Tourism department of State/ UT of Name of State/UT>> of India regarding **selection of agency** and **award of work** shall be final and binding on the Bidder & shall not be called upon in question under any circumstances.

#### 2.3 RFP Preparation Costs & related issues-

- a) The agency is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of

informative and other diligence activities, participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by <<Name of Tourism Department of State/UT of Name of State/UT>> to facilitate the evaluation process. <<Name of Tourism Department of State/UT of Name of State/UT>> will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

- b) This RFP does not commit <<Name of Tourism Department of State/UT of Name of State/UT>> to award the Work Order or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this RFP.

## 2.4 Right to Terminate the Process-

- a) <<Tourism department of State/ UT of Name of State/UT>> of India may terminate the RFP process at any time and without assigning any reason. <<Tourism department of State/ UT of Name of State/UT>> of India makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by <<Tourism department of State/ UT of Name of State/UT>> of India .
- b) The bidder's participation in this process may or may not result in short listing the bidder.

## 2.5 No Consortium:

- a) No Consortium will be allowed. The bidder must meet all the eligibility criteria by itself.

## 2.6 Submission of Responses/Bids-

- a) Proposal must be submitted on only latest <<name of link of the host portal>> as per schedule mentioned in **Section 1.2.** *The bid submitted by fax/ e-mail/hard copy etc. shall not be considered.* No correspondence will be entertained on this matter. No further correspondence on the subject will be entertained. <<Tourism department of State/ UT of Name of State/UT>> of India reserves the right to modify and amend any of the above- stipulated condition/ criterion depending upon work priorities vis-à-vis urgent commitments. Bidder shall submit all the required documents as mentioned in the **FORM TECH (1-5)** including various templates. Proposal submitted by the bidder should be concise and contain only relevant information as required.

## 2.7 Pre Bid Meeting

- a) A Pre-Bid meeting of the interested parties shall be convened at the designated date, time and place. Only those persons who are empanelled with MoT vide RFE No.....dated..... and have registered at <<name of link of the host portal>> for participating in the Bidding Process shall be allowed to participate in the Pre Bid meeting. A maximum of three representatives of each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- b) During the course of Pre-Bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authorised Representative. The <<Tourism department of State/ UT of Name of State/UT>> of India shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
- c) In case the <<Tourism department of State/ UT of Name of State/UT>> of India desire to have the pre-bid meeting online, the Pre-bid meeting will take place as per the schedule specified in this Bidding Document. A report of the Pre-Bid meeting shall be prepared online and be made available to all the participating Bidders.

## 2.8 Proposal submitted-

- a) Proposal submitted on the <<name of link of the host portal>> will be opened at T 01 + 25 Days, by a bid opening committee, constituted by <<Tourism department of State/ UT of Name of State/UT>> in the presence of such agency or their representatives who may wish to be present at the time of opening.
- b) The representatives of the agency are advised to carry the “**Letter of empanelment with MoT**”, the identity card or a letter of authority from the participating firms to identify them as bona-fide for attending the opening of the proposal.

## 2.9 Proposal Validity and Evaluation-

- a) The offer submitted by the bidder should be valid for minimum period of 180 days from the date of submission of Proposal as per **clause 1.2 of Section-1**. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non- responsive, if Proposals;
  - i. Are not submitted in as specified in the RFP document
  - ii. Received without a copy of “Letter of empanelment with MoT”
  - iii. Received without the Letter of Authorization
  - iv. Received without BSD (Bid Security Declaration)

- v. Are found with suppression of details with incomplete information, subjective, conditional offers and partial offers submitted
  - vi. Submitted without the documents/ information requested in the **FORM TECH – (1-5)**
  - vii. Have non-compliance of any of the clauses stipulated in the RFP
  - viii. With lesser validity period
  - ix. Are not submitted on or before the last date of submission and within the time limit (As specified by the <<Tourism department of State/ UT of Name of State/UT>> of India).
- b) All responsive Bids will be considered for further processing by <<Tourism department of State/ UT of Name of State/UT>> of India. All eligible bids will be considered for further evaluation by the Evaluation Committee according to the evaluation process defined in this RFP document. After evaluation of bids by ECE as per RFP a ranking of agencies will be prepared and submitted for perusal and approval at <<Tourism department of State/ UT of Name of State/UT>> of India level.
- c) Work Order will be issued to agency by <<Tourism department of State/ UT of Name of State/UT>> of India to the successful Bidder. However, <<Tourism department of State/ UT of Name of State/UT>> of India reserves the right to accept or reject any proposal, and to annul the bidding process / Public procurement process and reject all proposals at any time prior to award of Work Order, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for <<Tourism department of State/ UT of Name of State/UT>> of India action.

## 2.10 Instructions for uploading of proposal on e-procurement portal

<<Content as applicable for the State/UT>> for the <<link of the portal>>

## 2.11 Address of the Organisation & Contact Persons

<b>a)</b>	Name of Organisation	<<Tourism department of State/ UT of Name of State/UT>> of India  <<Address>>
<b>b)</b>	Name of the Contact Person for any clarification & Queries	<<Name of Official>> <<email ID official>> <<Mobile>><<Landline>>

c)	Date till which the response to the bid should be valid	180 days from the date of opening of Bids.
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## 2.12 Procedure for Submission of Bids

- a) This document is a Financial Bid:
- b) This RFP process will be administered through the << link of host portal >> .
- c) <<The details are to be provided by <<Name of Tourism Department of State/UT>> as per its host portal.
- d) Bidders are advised to study the Bid document carefully. Online Submission of bids shall be deemed to have been done after careful study and examination of the bid document with full understanding of its implications. Bid offers prepared in accordance with the procedures enumerated in **section 2** should be submitted online only through <<Host Portal>>: not later than the last date laid down under **Clause 1.2 of Section 1** under “Important Dates”.

## 2.13 Amendment to the Bid Document

- a) At any time prior to the last time and date for receipt of bids, the <<Tourism department of State/ UT of Name of State/UT>> of India may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bid Document by an corrigendum.
- b) The corrigendum will be notified by <<Tourism department of State/ UT of Name of State/UT>> of India which will be binding on all bidders.

## 2.14 Language of Bids

- a) The Bids prepared by the Bidder and all correspondence and documents relating to the bids exchanged by the Bidder and the <<Tourism department of State/ UT of Name of State/UT>> of India, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the bid, the English translation shall prevail.

## 2.15 Bid Contents

- a) In the absence of any information, as requested above, a bid may be considered incomplete and summarily rejected.
- b) The Bidder shall prepare the bid based on details provided in the Bid documents. Bidder shall carry out the study of the bill of material in accordance with the



requirements of the Bid document and it shall be the responsibility of the Bidder to fully meet all the requirements of the Bid document.

## 2.16 Bidder Qualification

- a) The "Bidder" as used in the Bid documents shall mean the one who participate in the bid process. The Bidder may be either the Constituted attorney of the company or the Principal Officer or his duly Authorized Representative, in which case he/she shall submit a certificate of authority. All certificates and documents (including any clarifications sought and any subsequent correspondences) received hereby, shall, be furnished and signed by the Bidder.
- b) It is further clarified that the individual signing the Bid or other documents in connection with the Bid must certify whether he/she signs as:
  - i. Constituted attorney of the company.

**OR**

- ii. The Principal Officer or his duly Authorized Representative of the company, in which case he/she shall submit a certificate of authority on behalf of the company/organisation.
- c) The Bidder shall sign its Bids with the exact name of the Company/ organisation to whom the contract is to be issued.
- d) The Bidder shall clearly indicate their legal constitution and the person signing the Bids shall state his capacity and also source of his ability to bind the Bidder.
- e) <<Tourism department of State/ UT of Name of State/UT>> of India may outrightly reject any bid not supported by adequate proof of the signatory's authority.

## 2.17 Period of Validity of Bids

- a) Bids shall remain valid for 180 days after the date of opening of Financial Bids prescribed by the <<Tourism department of State/ UT of Name of State/UT>> of India. A bid valid for a shorter period may be rejected by the <<Tourism department of State/ UT of Name of State/UT>> of India as non-responsive.
- b) In exceptional circumstances, the <<Tourism department of State/ UT of Name of State/UT>> of India may ask the Bidder to extend the validity of the Bid. However, a Bidder will not be permitted to modify its bid.

## 2.18 Period of Validity of Work Order/ Engagement

- a) The engagement of the agency will be for a period of 24 Months from date of issue of Letter of Issue of WO subject to performance review on annual basis.

## 2.19 Performance Guarantee

- a) Performance Guarantee @ 3% of offered amount of tender to be deposited by a successful bidder before issuing a work order.
- b) The Performance Guarantee may be in the form of Demand Draft / Banker's Cheque / Bank Guarantee.
- c) The Performance Guarantee shall be payable to the Purchaser <<Tourism department of State/ UT of Name of State/UT>> of India as a compensation for any loss resulting from the Bidder's failure to complete its obligations under the contract.

## 2.20 Non Compliance & Blacklisting

- a) <<Tourism department of State/ UT of Name of State/UT>> of India reserves the right to engage the Empanelled Agency for conducting Tourism Surveys in various Districts/ States/UTs.
- b) **Non-compliance, unsatisfactory performances** in this regards without a valid reason may lead to **penalty** or Blacklisting of the agency as deemed fit by <<Tourism department of State/ UT of Name of State/UT>> of India.

## 2.21 Dispute Resolution & Jurisdiction

- a) Any dispute to be resolved amicably by the executants of the RFP. Otherwise, the dispute will be referred to an 'Arbitration' under the Arbitration and Conciliation Act 1996 to be appointed with the consent of both the parties. The decision of the Arbitration will be final and binding on both the parties. As regards the matter when there is no arbitration agreement, the dispute, is to be adjudicated by a civil court at the state level. Apart from Dispute Resolution the factor of 'Force Majeure' to be considered and no party should be blamed for the same.

## 2.22 Force Majeure

- a) This RFP is subject to force majeure situations. It shall be subject to inabilities based on circumstances beyond the control and power of contracting parties, such as but not limited to civil commotion, riots, war, Acts of God, hacking, unauthorized access, spam etc., which may result in the prevention of performance by a party.

## 2.23 General Conditions

- a) While every effort has been made to provide comprehensive and accurate background information, requirements, and specifications, bidders must form their own conclusions about the requirements.
  - i. All information supplied by bidders may be treated as contractually binding on the Agency, on successful award of Work Order by the <<Tourism department of State/ UT of Name of State/UT>> of India based on this RFP.
  - ii. <<Tourism department of State/ UT of Name of State/UT>> of India reserve the right to deploy the empanelled agency to any of the locations across the State in the region.
  - iii. The engagement of Surveyor Agency will be reviewed <<monthly>>/ <<Quarterly>> / <<Annually >> and extended subject to satisfactory performance.
  - iv. The criteria for performance evaluation is directly linked to the deliverables of the contents of the RFP. Refer **Section 6: Deliverables & Time Frame.**

## Section-3

### 3.0 Scope of Work, Coverage and detailed requirements

#### 3.1 Overview

- i. Ministry of Tourism has taken up an initiative for implementation of Standard Tourism survey Methodology” across all districts of the country. One of the main objectives is to estimate the data on domestic tourist visitors and foreign tourist visitors, their profiling, purpose of visit, visitor’s preferences, length of stay, expenditure, hotels occupancy etc.
- ii. The data shall be collected every month at following three points on sample basis:
  - A. Major tourist destinations of the district
  - B. Departure points of the district i.e. Bus terminals, Railway Stations and Airport
  - C. Accommodation units of the districts
- iii. The data from all three sources will be processed together based on set algorithm to arrive at the final outcome. The data shall be collected for all districts of India. The detailed tourism survey methodology is given at **Annexure- 1**.
- iv. For speeding up the data entry, compilation, analysis & reporting on monthly basis, ***a mobile app*** will be provided to the surveyors.
- v. The survey will be used to obtain the month-wise information for each district of << State/ UT of Name of State/UT>> of India.

#### 3.2 Survey Methodology:

The methodology comprises of 2 phases. First, a preliminary phase of 1 month and second, a main phase of 12 months. The purpose of conducting Phase I (preliminary phase) is to assess the visitor traffic at different destinations/ exit points of the surveys in order to distribute the sample sizes fixed for main surveys among the destinations / exit points. The main surveys would be conducted in phase II. Further details are given in **Annexure-1**.

## **Phase –I:**

**The duration of Phase 1 will be One month.**

### **Destinations:**

The main purpose of conducting Phase I (preliminary phase) is to identify major destinations in the district. Surveys will be conducted covering 14 days of a month. First day of the month will be considered as the first day of the week.

The days on which survey should be done are as follows:

<b>Week</b>	<b>Days</b>
1	First 03 days
2	Last 04 days
3	First 03 days
4	Last 04 days

For ticketed destinations, number of visitors will be available from the number of tickets sold. For Non Ticketed destinations manual counting of visitors entering the destination will be carried out and data will be punched into Mobile app. For the purpose gates/approaches/points from where most of the visitor/tourist (more than 90%) enter needs to be identified.

#### **a) Exit point of district:**

Observation of pattern of flow of visitor at departure points of Railways station, bus Terminals, Airports etc. It may also be done through analyzing secondary sources of data.

#### **b) Accommodation units:**

- i. To prepare a comprehensive list of all accommodation units in each district.
- ii. To undertake accommodation unit census with the help of quarterly accommodation unit census questionnaire.

## **Phase –II:**

The duration of Phase 2 will be twelve months

In the main phase, the following exercises / surveys / assessments would be carried out:

- i. In case of ticketed destinations the number of visits has to be taken from the record of sales of tickets.
- ii. In case of non – ticketed destinations, assessment of the total number of visits has to be made through manual counting similar to Phase 1.
- iii. An investigator needs to be deployed at each of the entry points of the destination in order to manually count the number of leisure visits to the destination on the selected days/dates.

- iv. Important tourism destination will be positively covered. Information about important festivals, fairs, religious events, MICE events, events organized by the Govt. Etc. at the selected tourist destinations will be collected in advance for 12 month period. If the important tourist event at the selected tourist destination falls outside the selected week and dates, the nearest week/ dates will be substituted by the week/ dates of the special event.
- v. Time Slot should be specific to the destination and should cover:
  - The entire duration during which entry is permitted in case of ticketed/ gated destination
  - The duration in which nearly all the visitors visits in case of a non-ticketed / unrated destination

**At Destinations:** The destinations for which the cumulative count of visits is more than 90% of the total number of visits in the district will be considered as major destinations to be surveyed in the Phase II or the main phase. The survey will be conducted during all the 12 months of the year at each selected destination carried out as per following dates (7 Days per month):

Month	Weeks	Days of weeks	Dates of the month
First	First & Third	1 <sup>st</sup> week: 1-3 days 3 <sup>rd</sup> week: 4-7 days	1,2,3,18,19,20,21
Second	Second & Fourth	2 <sup>nd</sup> week: 1-3 days 4 <sup>th</sup> week: 4-7 days	8,9,10, 25,26,27,28
Third	First & Fourth	1 <sup>st</sup> week: 1-3 days 4 <sup>th</sup> week: 4-7 days	1,2,3,25,26,27,28
Fourth	Second & Third	2 <sup>nd</sup> week: 1-3 days 3 <sup>rd</sup> week: 4-7 days	8,9,10,18,19,20,21
Fifth	First & Second	1 <sup>st</sup> week: 1-3 days 2 <sup>nd</sup> week: 4-7 days	1,2,3,11,12,13,14
Sixth	Third & Fourth	3 <sup>rd</sup> week: 1-3 days 4 <sup>th</sup> week: 4-7 days	15,16,17, 25,26,27,28
Seventh to Twelve	Above pattern will be repeated		

The date and week on which important tourism event is scheduled to take place at the selected tourist destination will be positively covered. The data will be uploaded on a daily basis.

- A. At Departure point of district:** The survey of visitors at all exit points of district (as identified in the phase – I) at the tourist destinations have to be covered. The 14 days of the month on which this survey should be done are as follows:

Week	Days
1	First 03 days
2	Last 04 days
3	First 03 days
4	Last 04 days

- B. At Survey of Accommodation Units:** The census list would form the sampling frame for the monthly survey of accommodation units. The accommodation units listed in Phase I will be grouped in the following categories:

- I. Classified hotels
- II. Other accommodation units.
  - a) Having more than 20 rooms
  - b) Having 10-20 rooms
  - c) Having less than 10 rooms

For the purpose of conducting the Accommodation Survey, all the classified hotels and 10% of the units in each of the categories of other accommodation units will be selected by using circular systematic sampling method. Fresh sample would be selected in each month.

From all the selected accommodation units, the following information about overnight visitors will be collected based on the records:

- a) Number of checked-in (domestic / foreign)
- b) Number of room nights spent (domestic / foreign)
- c) Residency status of the tourists (within the state / within country/ outside country)
- d) Purpose of their visit etc.

This information has to be collected in the 1st week of every month for the preceding month.

**C. Following are the particulars of this survey:**

**Sample size of visitors at district level:**

Statistically, a sample of size 384 is required to get estimate of a parameter with a precision of 5% points and 95% level of confidence. For the proposed survey, however, the sample size will be 600 per district per month. For a district if in certain months these much samples are not available, the shortfall should be covered in

next months. If a particular district is not important from tourism perspective and the sample size of 600 visitors per month is not likely to be available, then portion of this sample size may be allocated to other districts having larger no. of visitors. This redistribution must be done based on the findings of Phase I of the methodology. At State level, the sample size of 600 x no. of Districts for the survey at Tourist Destinations has to be maintained every month. ii. Distribution of Sample Size among Tourist Destinations: The sample of 600 has to be distributed between the destinations (ticketed and non- ticketed) of the district. This may be done in proportion to the visitors at the destinations as observed in Phase I of the methodology. The sample proportion of domestic as well as foreign visitors is to be decided on the basis of their proportion observed in phase I of the survey Market Research Division, Ministry of Tourism Page 10 of 31 or on the basis of data of ticket sales of previous day in case of destinations with differential tickets.

- I. **Distribution of Sample Size among Tourist Destinations:** The sample of 600 has to be distributed between the destinations (ticketed and non- ticketed) of the district. This may be done in proportion to the visitors at the destinations as observed in Phase I of the methodology. The sample proportion of domestic as well as foreign visitors is to be decided on the basis of their proportion observed in phase I of the survey or on the basis of data of ticket sales of previous day in case of destinations with differential tickets.
  
- II. **Time Slots for the survey at a destination:** Time slots should be such that they cover the varying visitor traffic pattern at a destination. For example, at some religious places visitors visit the destination in early morning and/ or late evening. Similarly fairs and festivals may draw large number of visitors during late hours in evening. Time slots of the survey at each destination should be devised in a manner so as to capture the variations in visitor inflow.

### 3.3 IT Infrastructure requirements:

The field Surveyors are required use the mobile app mentioned above to fill validate and send the data to Dashboard of MoT. The minimum configuration of Smartphone/ Tab for installation of the mobile app for smooth conduct of Tourism Survey is as follows:

<b>Configuration Required for Android Mobile/Tab for survey:</b>	
<b>Description</b>	<b>Specification</b>
Processor make	Qualcomm Snapdragon 865 and 865 Plus
Processor Speed	2.84GHz to 3.1GHz
RAM	4GB
Internal storage	64GB



Operating system	Android 7.0
GPS	
Internet Connectivity	Mobile networks/ Wi-Fi

The smart phones/ tabs available with the surveyors will be upgraded as per the requirement will be upgraded by the agency as per requirement. Each surveyor is required to carry one Smartphone/ Tab of configuration as mentioned above for conducting the field surveys.

### 3.4 Training of Trainers (ToT) & knowledge transfer:

After engagement of the successful Agency by <<Tourism department of State/ UT of Name of State/UT>> of India a training of trainers (ToT) on methodology of conducting the surveys will be scheduled for the state level supervisors of the Survey Agencies to develop Master Trainers (MT).

National Productivity Council (NPC) will conduct the above mentioned trainings for providing an understanding of methodology to be followed by empanelled agencies and their respective supervisors for execution of state tourism survey through workshops at regional level to develop MTs.

Further it will be responsibility of the Survey Agency to impart trainings through these MT to field surveyors and ensure the quality of Tourism Survey.

### 3.5 Cost Implications for trainings to Surveyors & Supervisors:

- a) The trainings of surveyors and supervisors will be conducted by the empanelled survey agencies at no cost to <<Tourism department of State/ UT of Name of State/UT>> of India. The list of manpower may be provided as per *Formtech-4*.

### 3.6 The Coverage in the <<State/ UT >> is given as follows:

- a) List of Districts to be covered in the <<State/UT>> - Annexure- A
- b) Lists of Destinations District wise - Annexure -B
- c) District wise List of Accommodation Units – Annexure - C
- d) List of Exit points (Air/Water/Road/ Rail) District wise – Annexure - D

### 3.7 Work Load Assessment

- a) The Agency may estimate the Workload as per the given template to understand the quantum of work and ensure effective deployment of manpower. **Annexure- E “Cost Estimation Sheet”**.

### 3.8 Manpower Requirement Assessment

- a) The Agency may estimate the Manpower requirement as per the given template to understand the quantum of field work is for 13 months only and ensure effective deployment of manpower. However it may be noted that the maximum engagement period of agency will be upto 24 months only.

#### Phase-1- Work Content for 1 Month

S No.	Activity	Manpower Required
1	Listing of tourist accommodation units (from administrative records) to prepare the sampling frame of accommodation units	
2	Counting of visitors at all non-ticketed destinations throughout the normal time of entry for 14 prescribed days using mobile application	
3	Collection of number of tickets sold from all ticketed destinations for prescribed 14 days of the month	
4	Collection of number of tourists/visitors exit through all exit points (to study the flow of exit of visitors)	

#### Phase-2- Work content for 12 Month (1 Year Only)

S No.	Activity	Manpower Required
1	Short Survey at Destination: For the duration of 7 days in a month, 600 samples from the district to be collected at the destinations selected as per the 90% criteria.	
2	Accommodation Survey: All the classified hotels and 10% of the units in each of the categories of other accommodation units. Information has to be collected in the 1st week of every month for the preceding month	
3	Exit Survey: 14 days exercise in a month to perform the 400 survey's at the exit points. It is to be done at all the points of a district (railway stations, bus-stations, airports, and sea-ports)	

## Section-4

### 4.1 Eligibility, Qualification & Evaluation Criteria for Financial Bid

#### a) Selection Criteria for Financial Bid Evaluation

The bidder from empanelled list of MoT vide RFE No.....dated .....are eligible to participate in the Financial Bid Evaluation.

#### b) Financial Bid Opening Process

The Financial Bids of the above short listed bidders from the empanelled list of RFE No..... dated.....will be opened on the prescribed date in the presence of representatives of the bidders. Refer **Clause 1.2 at Section -1**.

#### c) Financial Bid Evaluation Criteria

**Format for submitting the financial bid/ Quote is given at Formtech – 1.**

- i. The bidder is required to submit sealed Financial Bid to <<Tourism department of State/ UT of Name of State/UT>> of India
- ii. The Bids will be opened by Evaluation committee (ECE) for consideration.
- iii. The time for opening of bids shall be communicated accordingly. The mode of the presentation will be online/ offline.
- iv. The bidder with the lowest **financial bid (L1)** will be **ranked 1<sup>st</sup>** and will be listed in ascending order of the bids.
- v. Only fixed price financial bids will be considered.
- vi. Any conditional bid may be rejected.
- vii. Errors & Rectification: Arithmetical errors will be rectified on the following basis:  
“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. If there is a discrepancy between words and figures, the amount in words will prevail”.

#### d) Selection Criteria

- i. In the event if bids of more than one bidder are ‘tied’, the bidder securing the highest technical score during empanelment will be adjudicated as the Best Value Bidder for award of work order.

- ii. In case of special circumstance where the L1 bidder is not taking the order, <<Tourism department of State/ UT of Name of State/UT>> of India may offer the same to next L2 bidder at the price offered by L1 Bidder.

## Section-5

### 5.1 Award of Work Order Letter for Engagement of Survey Agency in <<Name of State/ UT>> of India of Ministry of Tourism

a) **Award Criteria-**

<<Tourism department of State/ UT of Name of State/UT>> of India will award the Letter of Engagement to the successful bidder who is eligible as per the criteria mentioned in **Section 4.0 of this RFP.**

b) **Right to Accept Any Proposal and To Reject Any or All Proposal(s)-**

<<Tourism department of State/ UT of Name of State/UT>> of India reserves the right to accept or reject any proposal, and to annul the engagement process/Public procurement process and reject all proposals without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for <<Tourism department of State/ UT of Name of State/UT>> of India action.

c) **Letter of Engagement for <<Name of State/ UT>> of India-**

Prior to the expiration of the validity period, <<Tourism department of State/ UT of Name of State/UT>> of India will notify the eligible bidder in writing or by email regarding their engagement for conducting Tourism surveys. In case the engagement process has not been completed within the stipulated period.

d) **Acceptance Letter-**

<<Tourism department of State/ UT of Name of State/UT>> of India will require the empanelled bidder to provide an acceptance letter within 7 days from the issue of Letter of Engagement.

e) **Engagement Period:**

Engagement will be valid for a period of **24 Months** from the date of issue of W.O. however the engagement of Surveyor Agency will be reviewed Monthly/quarterly/annually. In case of satisfactory performance the engagement will be continued till next review but if the performance is found to be unsatisfactory then the Surveyor Agency shall be warned/suspended/ delisted as deemed fit.

## Section-6

### 6.1 Deliverables & Time Frame

S No.	Deliverable	Timeframe*
1	Signing of Contract Agreement & Submission of Bid Security Document	Within 1 Week from Selection
2	<b><u>Phase -1 Deliverable</u></b>	
2.1	Listing of tourist accommodation units (from administrative records) to prepare the sampling frame of accommodation units	1 Month
2.2	Listing of tourist destinations (indicating ticketed/non-ticketed from administrative records) to count the number of visitors	1 Month
2.3	Listing of all tourist exit points (from administrative records) to control flow study	1 Month
2.4.1	Counting of visitors at all non-ticketed destinations throughout the normal time of entry for 14 prescribed days using mobile application	1 Month
2.4.2	Execution of enumeration of visitors (to get the proportion of domestic/international visitors) for 14 prescribed days in a month	1 Month
2.5	Collection of number of tickets sold from all ticketed destinations for prescribed 14 days of the month	1 Month
2.6	Collection of number of tourists/visitors exit through all exit points (to study the flow of exit of visitors)	1 Month
2.7	Execution of above tasks by selected investigators under the related supervisors	1 Month
3	Deployment of Surveyors. The incumbent will be deployed full time for one year in NPC/Ministry of Tourism	1 Month
4	<b><u>Phase -2 Deliverable</u></b>	
	To conduct Accommodation Census (to be updated information quarterly)to administer	Quarterly

<b>4.1</b>	accommodation census questionnaire to each accommodation unit and get it duly filled in	
<b>4.2</b>	To conduct Accommodation Unit Monthly Survey (on 10% distinct accommodation units) to administer accommodation monthly questionnaire to each accommodation unit and get it duly filled in	Per Month
<b>4.3</b>	To conduct monthly Short survey at all destination points selected (based on 90% criteria) for phase-2 study of 12 – months to administer tourist destination short survey questionnaire over 600 visitors /visitor-groups, distributed randomly over the selected destinations and the 7 prescribed days of the month for a period of 12 months phase-2 study	Per Month
<b>4.4.1</b>	To get the total number of visitors visited at tourist destination points selected (on 90% criteria ) for the 12-months phase-2 study Collection of number of tickets sold from all selected ticketed destinations (on 90% criteria ) on 7 prescribed days of the months during the 12 months phase-2 study period	Per Month
<b>4.4.2</b>	To get the total number of visitors visited at tourist destination points selected (on 90% criteria ) for the 12-months phase-2 study Counting of the number of visitors taking entry at all entry points of all the selected Non-ticketed destinations( based on 90% criteria ) throughout the normal time of entry on 7 prescribed days of the months during the 12-months phase-2 study	Per Month
<b>4.5</b>	To conduct monthly Exit survey at all Exit points on 14 prescribed days of the months during the 12-months phase-2 study of 12 – months To administer tourist exit survey questionnaire over 400 visitors /visitor-groups, distributed randomly over all the exit points and the 14 prescribed days of the month for a period of 12 months phase-2 study	Per Month

## 6.2 Schedule of Payment

S No.	Deliverable		Payment
<b>Advance Payment = 25%</b>			
	<b>Phase-1</b>		
1.1	<b>Destination:</b> 14 days exercise in a month to identify the major tourist destinations at ticketed and non-ticketed destinations		<b>10%</b>
1.2	<b>Exit Point:</b> 14 days exercise in a month to observe the Flow of Exit. It is to be observed at all the points of a district (railway stations, bus-stations, air-ports, and sea-ports.....)		
1.3	<b>Accommodation Units:</b> To make the list of accommodation units		
2	<b>Phase-2</b>		
2.1	<ul style="list-style-type: none"> <li><b>Short Survey at Destination:</b> For the duration of 7 days in a month, <b>600</b> samples from the district to be collected at the destinations selected as per the 90% criteria.</li> </ul>	First year*	<b>10%</b>
2.2	<ul style="list-style-type: none"> <li><b>Accommodation Survey:</b> All the classified hotels and 10% of the units in each of the categories of other accommodation units. Information has to be collected in the 1st week of every month for the preceding month</li> </ul>	<b>Q1</b>	



2.3	<ul style="list-style-type: none"> <li>• <b>Exit Survey:</b> 14 days exercise in a month to perform the 400 survey's at the exit points. It is to be done at all the points of a district (railway stations, bus-stations, air-ports, and sea-ports.....)</li> </ul>			
2.4	<ul style="list-style-type: none"> <li>• <b>Short Survey at Destination:</b> For the duration of 7 days in a month, <b>600</b> samples from the district to be collected at the destinations selected as per the 90% criteria.</li> </ul>			
2.5	<ul style="list-style-type: none"> <li>• <b>Accommodation Survey:</b> All the classified hotels and 10% of the units in each of the categories of other accommodation units. Information has to be collected in the 1st week of every month for the preceding month</li> </ul>			
2.6	<ul style="list-style-type: none"> <li>• <b>Exit Survey:</b> 14 days exercise in a month to perform the 400 survey's at the exit points. It is to be done at all the points of a district (railway stations, bus-stations, air-ports, and sea-ports.....)</li> </ul>		Q2	15%
2.7	<ul style="list-style-type: none"> <li>• <b>Short Survey at Destination:</b> For the duration of 7 days in a month, <b>600</b> samples from the district to be collected at the destinations selected as per the 90% criteria.</li> </ul>		Q3	15%

2.8	<ul style="list-style-type: none"> <li>• <b>Exit Survey:</b> 14 days exercise in a month to perform the 400 survey's at the exit points. It is to be done at all the points of a district (railway stations, bus-stations, air-ports, and sea-ports.....)</li> </ul>			
2.9	<ul style="list-style-type: none"> <li>• <b>Accommodation Survey:</b> All the classified hotels and 10% of the units in each of the categories of other accommodation units. Information has to be collected in the 1st week of every month for the preceding month. <b>&amp;</b> Update of the list of accommodation units</li> </ul>			
2.10	<ul style="list-style-type: none"> <li>• <b>Short Survey at Destination:</b> For the duration of 7 days in a month, <b>600</b> samples from the district to be collected at the destinations selected as per the 90% criteria.</li> </ul>		Q4	15%
2.11	<ul style="list-style-type: none"> <li>• <b>Exit Survey:</b> 14 days exercise in a month to perform the 400 survey's at the exit points. It is to be done at all the points of a district (railway stations, bus-stations, air-ports, and sea-ports.....)</li> </ul>			
2.12	<ul style="list-style-type: none"> <li>• <b>Accommodation Survey:</b> All the classified hotels and 10% of the units in each of the categories of other accommodation units. Information has to be collected in the 1st week of</li> </ul>			

	<p>every month for the preceding month.</p> <p style="text-align: center;"><b>&amp;</b></p> <ul style="list-style-type: none"> <li>Update of the list of accommodation units</li> </ul>			
<b>2.13</b>	<ul style="list-style-type: none"> <li>Approval of completion of work mentioned above from 2.1 to 2.12 by both State Government and MoT.</li> </ul>		F&F	<b>10%</b>

**\*to be counted from the date of completion of deliverable at Sr. No. 4**

6.3 Cost Estimation Sheet Format (For estimation only), not to be submitted

<b>S. No.</b>	<b>Particulars/Items</b>	<b>Amount (Rs)</b>
1	Remuneration (Key professional & support staff)	
2	Expenses on transportation, accommodation, TA/DA, local transportation, online methods , training & analysis tools/software application etc.	
3	Miscellaneous Expenses related to assignment such as office expenses, documentation, communication, data entry, data analysis etc.	
<b>Cost for the assignment excluding taxes as applicable (S No.1 + S No.2 + S No.3)</b>		
<b>Applicable Taxes</b>		
<b>Total Cost for the assignment including taxes as applicable</b>		
<b>Amount in Words (INR Only)</b>		

## Section-7

### 7.1 General conditions of the Contract (GCC)

#### 7.1.1 Definitions:

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

- (i) “Applicable Law” means the laws and any other instruments having the force of law in India.
- (ii) “Client” means the <<Tourism department of State/ UT of Name of State/UT>> of India with which the selected bidder signs the contract for the services.
- (iii) “Monitoring Committee” (MC) means a Committee constituted to monitor the progress of the assignment may make judgment giving reasons thereafter as to which shall be recorded in writing.
- (iv) “Bidders” means any entity or person that may provide or provides the Services to the <<Tourism department of State/ UT of Name of State/UT>> of India under the Contract.
- (v) “Contract” means the Contract signed by the Parties and all the Contract documents listed in its **Clause 1** of the Contract.
- (vi) “Data Sheet” means such part of the Instructions to Bidders used to reflect assignment conditions.
- (vii) “Day” means calendar day.
- (viii) “Effective Date” means the date on which this Contract comes into force.
- (ix) “GCC” means these General Conditions of Contract.
- (x) “Indian Currency” means Indian Rupees (INR).
- (xi) “Instructions to bidders” (Section 2 of the RFP) means the document which provides bidders with all information needed to prepare their Proposals.
- (xii) “In writing” means communicated in written form with proof of receipt.
- (xiii) “Liquidated Damages” herein- may be specified as “LD”.
- (xiv) “Local Currency” means Indian Rupees (INR).
- (xv) “LOA” or equivalently Work Order means the Letter of Award issued by <<Tourism department of State/ UT of Name of State/UT>> of India conveying its acceptance of the proposal of the successful bidder.
- (xvi) “Party” means <<Tourism department of State/ UT of Name of State/UT>> of India or the Bidder, as the case may be, and “Parties” means both of them.
- (xvii) “Proposal” refer here to the Financial Proposal only.
- (xviii) “RFP” means the Request for Proposal prepared by <<Tourism department of State/ UT of Name of State/UT>> of India for the selection of Bidders.

- (xix) "Services" means the work to be performed by the Bidder pursuant to the Contract.
- (xx) "Third Party" means any person or entity other than <<Tourism department of State/ UT of Name of State/UT>> of India, or the Bidder.

### **7.1.2 Relationship between the Parties**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between <<Tourism department of State/ UT of Name of State/UT>> of India and the Bidder. The Bidder, subject to this Contract, has complete charge of Personnel, if any, performing the Services and shall be fully responsible for the Services performed by them on his behalf. The Bidder will be exclusively liable to pay timely and remuneration and salary as per the statutory norms to his employees.

### **7.1.3 Law Governing Contract:**

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

### **7.1.4 Headings:**

The headings shall not limit, alter or affect the meaning of this Contract.

### **7.1.5 Notices**

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

<<Authorised Representative of Bidder>>

<<Name of Bidder's organisation>>

<<Address of Bidder's organisation>>

The notice period shall be as per clause 8.1 of Section 7 under "Settlement of disputes".

- (ii) Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified below.

To

<<Tourism department of State/ UT of Name of State/UT>> of India

<< Name & Designation of Nodal Tourism Officer>>

<<Address of <<Tourism department of State/ UT of Name of State/UT>> of India

From

<<Name of Bidder's organisation>>

<<Address of Bidder's organisation>>

#### **7.1.6 Location:**

The Services shall be performed at such locations as are specified in Terms of Reference here to and, where the locations of a particular task is not so specified, at such locations as the <<Tourism department of State/ UT of Name of State/UT>> of India may notify in writing. **Refer Section- 3, Clause 3.6.**

#### **7.1.7 Authorized Representatives:**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract or any amendment thereof by <<Tourism department of State/ UT of Name of State/UT>> of India or the Bidder may be taken or executed by the officials specified below.

<<Nodal Officer State Tourism Department>>

<<Authorised Representative of <<Tourism department of State/ UT of Name of State/UT>> of India

<<Address of <<Tourism department of State/ UT of Name of State/UT>> of India

<<Authorised representative of Bidder>>

<<Name of Bidder's organisation>>

<<Address of Bidder's organisation>>

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

#### **7.1.8 Taxes and Duties:**

The Bidder shall be liable to pay all direct and indirect taxes, duties, fees and other impositions levied under the laws of India.

#### **7.1.9 Fraud and Corruption**

1. **Definitions:** It is <<Tourism department of State/ UT of Name of State/UT>> of India policy to require that <<Tourism department of State/ UT of Name of State/UT>> of India as well as Bidders observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, <<Tourism

department of State/ UT of Name of State/UT>> of India defines, for the purpose of this provision, the terms set forth as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value (whether in cash or kind) to influence the action of a public official in the selection process or in Contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a Contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Bidders, with or without the knowledge of <<Tourism department of State/ UT of Name of State/UT>> of India, designed to establish prices at artificial, non competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a Contract.

## 2. Measures to be taken by <<Tourism department of State/ UT of Name of State/UT>> of India

- (i) <<Tourism department of State/ UT of Name of State/UT>> of India may terminate the Contract if it comes to know at any point of time that representatives of the Bidder were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of the Contract, without the Bidder having taken timely and appropriate action satisfactory to <<Tourism department of State/ UT of Name of State/UT>> of India, to remedy the situation after receipt of Notice.
- (ii) <<Tourism department of State/ UT of Name of State/UT>> of India after issue of Show Cause Notice to Bidder may also sanction against the Bidder, declaring the Bidder ineligible, either indefinitely or for a stipulated period of time, to be awarded a Contract, if it at any point of time comes to know that the Bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, any <<Address of <<Tourism department of State/ UT of Name of State/UT>> of India -financed Contract.

### 7.1.10 Commencement, Completion, Modification and Termination of Contract

- (i) **Effectiveness of Contract:** This Contract shall come into force and effect on the date of signing of the Contract.
- (ii) **Termination of contract for Failure to become effective:** If the Bidder does not furnish Bid Security Declaration Form after the date of the issue of work order, <<Tourism department of State/ UT of Name of State/UT>> of India



- (iii) **Commencement of Services:** The Bidder shall begin carrying out the Services immediately but not later than ten days from the Effective Date.
- (iv) **Completion of Contract:** Unless terminated earlier pursuant to **Clause 2.4 & Clause 7.1.10.ii** hereof, the Bidder shall complete the entire work as per the time period stipulated in **Section 6.0 of RFP**, which may be extended at the discretion of <<Tourism department of State/ UT of Name of State/UT>> of India.
- (v) **Entire Agreement:** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

#### **7.1.11 Modifications or Variations:**

- (i) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to **Clause 2.13 & Clause 7.1.11 of Section 7** of this RFP, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party and cost implication thereof.

#### **7.1.12 Force Majeure**

##### **(i) Definition**

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

- (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees,
- (ii) (nor any event which a diligent Party could reasonably have been expected both to take into account at the time of the signing of the Contract, and avoid or overcome with utmost persistent effort in the carrying out of its obligations hereunder.
- (iii) Force Majeure shall not include insufficiency of funds or manpower or inability to make any payment required for execution of services under this Contract.

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

**4. Measures to be taken:**

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing sufficient and satisfactory evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- iii. Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by <<Tourism department of State/ UT of Name of State/UT>> of India, shall either: (i) Demobilize or (ii) continue with the Services to the extent possible, in which case the <<Tourism department of State/ UT of Name of State/UT>> of India on being satisfied shall continue to pay proportionately to the Bidder and on prorata basis, under the terms of this Contract.

- v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to **Clause 2.20 & Clause 7.71** hereunder.

#### **7.1.13 Withholding of payment**

- i. <<Tourism department of State/ UT of Name of State/UT>> of India may, by written notice of suspension to the Bidder, suspend all payments to the Bidder hereunder if the Bidder fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Bidder to remedy such failure, if capable of being remedied, within a period not exceeding thirty (30) days after receipt by the Bidder of such notice of suspension.

#### **7.1.14 Termination**

- by <<Tourism department of State/ UT of Name of State/UT>> of India
- i. <<Tourism department of State/ UT of Name of State/UT>> of India may terminate this Contract in case of the occurrence of any of the events specified in paragraphs **(i) through (ix) of this Clause & Clause 2.4.**
  - ii. If the Bidder fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of issued by <<Address of <<Tourism department of State/ UT of Name of State/UT>> of India , within thirty (30) days of receipt of such notice or within such further period as <<Address of <<Tourism department of State/ UT of Name of State/UT>> of India may have subsequently approved in writing.
  - iii. If the Bidder (if the Bidder consists of more than one entity) or any of its Members which has substantial bearing on providing Services under this Contract becomes insolvent or goes into compulsory liquidation.
  - iv. If the Bidder, in the judgment of <<Tourism department of State/ UT of Name of State/UT>> of India, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
  - v. If the Bidder submits to <<Tourism department of State/ UT of Name of State/UT>> of India a false statement which has a material effect on the rights, obligations or interests of <<Tourism department of State/ UT of Name of State/UT>> of India
  - vi. If the Bidder places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to <<Tourism department of State/ UT of Name of State/UT>> of India
  - vii. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

- viii. If <<Tourism department of State/ UT of Name of State/UT>> of India in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- ix. In such an occurrence <<Tourism department of State/ UT of Name of State/UT>> of India shall give a not less than thirty (30) days' written advance notice before terminating the Contract of Bidders, and sixty (60) days' in case of the event referred to in (vii) and 100 (hundred) days in case it does not pay the Award amount as per Award against it passed by arbitration pursuant to clause 8 of Section 7 of this RFP.

**7.1.15 By the Bidder:**

The Bidder may terminate this Contract, by not less than thirty (30) days' written notice to <<Tourism department of State/ UT of Name of State/UT>> of India, in case of the occurrence of any of the events specified in paragraphs (i) and (ii) of this **Clause 7.1.O**.

- i. If <<Tourism department of State/ UT of Name of State/UT>> of India fails to pay any money due to the Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 8 hereof within forty five (45) days after receiving written notice from the Bidder that such payment is overdue.
- ii. If, as the result of Force Majeure, the Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- iii. If <<Tourism department of State/ UT of Name of State/UT>> of India fails to comply with any final decision reached as a result of Arbitration pursuant to **Clause 2.20 & Clause 7.7 of Section 7** of this RFP.
- iv. If <<Tourism department of State/ UT of Name of State/UT>> of India is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Bidder may have subsequently approved in writing) following the receipt by <<Tourism department of State/ UT of Name of State/UT>> of India of the Bidder's notice specifying such breach.

**7.1.16 Cessation of Rights and Obligations:**

Upon termination of this Contract pursuant to **Clauses 2.4** hereof, or upon expiration of this Contract pursuant to **Clause 7.1.10** thereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in **Clause 7.2.3** hereof, (iii) the Bidder's obligation to pay Damages or Liquidated Damages permit inspection, copying and auditing of their accounts and records as set forth in **Section 7.2** hereof, and (iv) any right which a Party may have under the Law.

#### **7.1.17 Cessation of Services:**

Upon termination of this Contract by notice of either Party to the other pursuant to **Clause 2.4** hereof, the Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close and vacate the premises of <<Tourism department of State/ UT of Name of State/UT>> of India in a prompt and orderly manner.

#### **7.1.18 Payment upon Termination:**

Upon termination of this Contract pursuant to **Clause 2.4** hereof, <<Tourism department of State/ UT of Name of State/UT>> of India shall make the following payments to the Bidder:

- i. If the agreement is terminated pursuant of **Clause 2.4** the Bidder shall not be entitled to receive any agreed payments upon termination of the Contract. However, <<Tourism department of State/ UT of Name of State/UT>> of India may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to <<Tourism department of State/ UT of Name of State/UT>> of India subject to recovery of its dues, as permissible. Under such circumstances, upon termination, <<Tourism department of State/ UT of Name of State/UT>> of India may also impose liquidated damages as per the provisions of Clause 9 hereof. The Bidder will be required to pay any such liquidated damages and compensation as permissible under Contract Act to <<Tourism department of State/ UT of Name of State/UT>> of India within Thirty (30) days of termination date.
- ii. In the event of termination under **7.1.10**, the payment schedule as specified in this contract shall not apply and the costs of work delivered by Bidder and the cost of demobilization of Bidder teams will be mutually decided and paid by <<Tourism department of State/ UT of Name of State/UT>> of India to Bidder.

#### **7.1.19 Disputes about Events of Termination:**

If either Party disputes whether an event specified in paragraphs **(i) through (v) of Clause 7.1.10** or of **Clause 2.4 of Section 2** has occurred, such Party may, if it chosen within forty-five (45) days after receipt of notice of termination from the other Party, may seek settlement under **Clause 7.1.18** hereof.

## **7.2 OBLIGATIONS OF THE BIDDER**

### **7.2.1 General**

Standard of Performance: The Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe

sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Bidder shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to <<Tourism department of State/ UT of Name of State/UT>> of India, and shall at all times support and safeguard <<Tourism department of State/ UT of Name of State/UT>> of India's legitimate interests in any dealings with Third Parties.

#### **7.2.2 Conflict of Interests:**

The Bidder shall hold <<Tourism department of State/ UT of Name of State/UT>> of India's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this Contract, a conflict of interest arises for any reasons, the Bidder shall promptly disclose the same to <<Tourism department of State/ UT of Name of State/UT>> of India and seek its instructions for compliance.

#### **A. Bidder not to benefit from Commissions, Discounts, etc.:**

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

#### **B. Bidder and Affiliates Not to Engage in Certain Activities:**

The Bidder agrees that, during the term of this Contract and after its termination, the Bidder and any entity affiliated with the Bidder, shall be disqualified from providing goods, works or services resulting from or directly related to the Bidder's Services for the preparation or implementation of the project.

#### **C. Prohibition of Conflicting Activities:**

The Bidder shall not engage, and shall cause their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

**7.2.3 Confidentiality:**

Except with the prior written consent of <<Tourism department of State/ UT of Name of State/UT>> of India, the Bidder and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Bidder and its Personnel make public the recommendations formulated in the course of, award of Contract and its execution.

**7.2.4 Accounting:**

The Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accounting principles and in such form and detail as will clearly identify all relevant time charges and costs, and (ii) if so required by <<Tourism department of State/ UT of Name of State/UT>> of India, shall undertake to provide such information as <<Tourism department of State/ UT of Name of State/UT>> of India may reasonably determine as necessary in relation to the services.

**7.2.5 Bidder's actions requiring <<Tourism department of State/ UT of Name of State/UT>> of India's prior approval:**

The Bidder shall obtain <<Tourism department of State/ UT of Name of State/UT>> of India's prior approval in writing before taking any of the following actions:

- (a) Any change or addition to the Personnel listed in FORM TECH-4 of RFP.
- (b) The Bidder shall not assign or transfer or subcontract the contract or any part thereof.

**7.2.6 Deliverables:**

The Bidder shall submit to <<Tourism department of State/ UT of Name of State/UT>> of India the reports and documents as specified in **Section 6** of the RFP and within the time periods set forth in the said Section.

**7.2.7 Documents Prepared by the Bidder to be the Property of <<Tourism department of State/ UT of Name of State/UT>> of India:**

The Bidder may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from <<Tourism department of State/ UT of Name of State/UT>> of India and <<Tourism department of State/ UT of Name of State/UT>> of India reserves right to grant or deny any such request.

## 7.3 BIDDERS' PERSONNEL

### 7.3.1 General:

The Bidder shall employ and provide at its own cost such qualified and experienced Personnel as Surveyors, Supervisors etc. required to carry out the Services.

### 7.3.2 Description of Personnel:

To be submitted by the Bidder as per the **Formtech- 4** of this RFP.

## 7.4 Obligations Of <<Tourism Department Of State/ Ut Of Name Of State/Ut>> Of India

### 7.4.1 Assistance and Exemptions:

Unless otherwise specified, <<Tourism department of State/ UT of Name of State/UT>> of India shall use its best efforts to ensure that it shall:

- a. Provide the Bidder including Personnel with work permits and such other documents as shall be necessary to enable the Bidder or Personnel to perform the Services.
- b. Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
- c. Provide to the Bidder, Sub-Bidders and Personnel any such other assistance, trainings to facilitate performance of the Contract.

### 7.4.2 Change in the Applicable Law Related to Taxes and Duties:

If, after the date of this Contract, there is any change of rate of levy under the existing applicable Laws of India with respect to taxes and duties, which are directly payable by the Bidder for providing the services i.e. goods & services tax or any such other applicable tax from time to time, which increase or decreases the cost incurred by the Bidder in performing the Services, then the remuneration and reimbursable expense otherwise payable to the Bidder under this Contract shall be increased or decreased accordingly by correspondence between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in **Clause 6.2 of Section 6**. However, in case of any new or fresh tax or levy imposed after submission of the Proposal the Bidder shall be entitled to reimbursement on submission of proof of payment of such Tax or Levy.

### 7.4.3 Payment:

In consideration of the Services performed by the Bidder under this Contract, <<Tourism department of State/ UT of Name of State/UT>> of India shall make to



the Bidder such payments and in such manner as is provided by Clause 6 of this Contract.

**7.4.4 Office space & other facilities:**

<<Tourism department of State/ UT of Name of State/UT>> of India shall provide office space for the Bidder's personnel for the purpose of conducting discussions, meetings, and workshops with as mentioned in **Clause 7.4.1** as and when required.

## 7.5 PAYMENTS TO THE BIDDER

The payment to the Bidder will be made as per payment plan against the deliverables as per schedule of payments given in the table given under **Clause 6.2**.

### 7.5.1 Total Cost of the Services:

- (a) The total cost of the Services payable is set forth in the contract agreement as per the Bidder's proposal to <<Tourism department of State/ UT of Name of State/UT>> of India and as negotiated thereafter.
- (b) Except as may be otherwise agreed under Clause 6.2 of Section 6 and subject to payments under this Contract shall not exceed the amount specified in the contract.

### 7.5.2 Currency of Payment:

All payments shall be made in Indian Rupees.

### 7.5.3 Terms of Payment:

The payments in respect of the Services shall be made as follows:

- a. The Bidder shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work related milestones achieved.
- b. Once a milestone is completed, the Bidder shall submit the requisite deliverables as specified in this Contract and such invoice (in triplicate) which falls due as per Section 6 titled "schedule of payment". <<Tourism department of State/ UT of Name of State/UT>> of India shall release the requisite payment upon acceptance of the deliverables. However, if <<Tourism department of State/ UT of Name of State/UT>> of India fails to intimate acceptance of the deliverables or its objections thereto, within forty five (45) days of receipt of it, <<Tourism department of State/ UT of Name of State/UT>> of India shall release the payment to the Bidder without further delay.

### 7.5.4 Final Payment:

The final payment shall be made only after the final report and a final statement, identified as deliverable, shall have been submitted by the Bidder and approved by <<Tourism department of State/ UT of Name of State/UT>> of India. The Services shall be deemed completed and finally accepted by <<Tourism department of State/ UT of Name of State/UT>> of India and the final report and final statement shall be deemed approved by <<Tourism department of State/ UT of Name of State/UT>> of India as satisfactory after ninety (90) calendar days after receipt of the final report and final statement by <<State Tourism Department>><< Name of State >>, if within such ninety (90) day period, <<Tourism department of State/ UT of Name of State/UT>> of India does not give written notice to the Bidder specifying in detail deficiencies in the Services specified, the final report or final statement.

The Bidder shall thereupon promptly make all necessary corrections, and thereafter the foregoing process shall be repeated. Any extra amount, which <<Tourism department of State/ UT of Name of State/UT>> of India has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Bidder to <<Tourism department of State/ UT of Name of State/UT>> of India within thirty (30) days after receipt by the Bidder of notice thereof. Any such claim by <<Tourism department of State/ UT of Name of State/UT>> of India for reimbursement must be made within two (2) calendar months after receipt by Bidder of a final report and a final statement approved by <<Tourism department of State/ UT of Name of State/UT>> of India in accordance with the above.

- c. For the purpose of payment under **Clause 6.3 (b)** above, acceptance means; acceptance of the deliverables by <<Tourism department of State/ UT of Name of State/UT>> of India after submission by the Bidder and the Bidder has made presentation to <<Tourism department of State/ UT of Name of State/UT>> of India (Mention this if presentation is required) with / without modifications to be communicated in writing by <<Tourism department of State/ UT of Name of State/UT>> of India to the Bidder.
- d. If the deliverables submitted by the Bidder are not acceptable to <<Tourism department of State/ UT of Name of State/UT>> of India, reasons for such non-acceptance should be recorded in writing; <<Tourism department of State/ UT of Name of State/UT>> of India shall not release the payment due to the Bidder. This is without prejudice <<Tourism department of State/ UT of Name of State/UT>> of India's right to levy any liquidated damages under **clause 7.1.16 and 7.8**. In such case, the payment will be released to the Bidder only after it resubmits the deliverable and which is accepted by <<Tourism department of State/ UT of Name of State/UT>> of India
- e. All payments under this Contract shall be made to the accounts of the Bidder.
- f. With the exception of the final payment under (c) above, payments made to Bidder do not constitute acceptance of the Services nor relieve the Bidder of any obligations hereunder, unless the acceptance has been communicated by <<Tourism department of State/ UT of Name of State/UT>> of India to the Bidder in writing and the Bidder has made necessary changes as per the comments / suggestions of <<Tourism department of State/ UT of Name of State/UT>> of India communicated to the Bidder.
- g. In case of earlier termination of the Contract, the payment shall be made to the Bidder as mentioned here with: (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Bidder shall provide the details of persons reasonably worked during this period with supporting documents. <<Tourism department of State/ UT of Name of State/UT>> of India shall be entitled to adjust/ recover Damages/ Compensation and Liquidated Damages due under the Contract.

## 7.6 FAIRNESS AND GOOD FAITH

### 7.6.1 Good Faith:

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

### 7.6.2 Operation of the Contract:

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will make their best efforts to agree on such action as may be necessary to remove the cause or causes of such non-fairness, but no failure to agree on any action pursuant to this Clause may give rise to a dispute subject to Arbitration in accordance with **Clause 7.8** hereof.

## 7.7 Settlement Of Disputes

### 7.7.1 Amicable Settlement:

Performance of the Contract is governed by the terms & conditions of the Contract, in case of dispute arises between the Parties regarding any matter under the Contract, either Party of the Contract may send a written Notice of Dispute to the other Party in accordance to **clause 7.7 of Section 7**. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within Fifteen (15) days after receipt. If that Party fails to respond within Fifteen (15) days, or the dispute cannot be amicably settled within Forty Five (45) days following the response of that Party, **clause 7.7.1.i** shall become applicable.

- i. **Arbitration:** In the case of dispute arising upon or in relation to or in connection with the Contract between <<Tourism department of State/ UT of Name of State/UT>> of India and the Bidder, which has not been settled amicably, any Party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to the sole arbitrator to be appointed by the <<Tourism department of State/ UT of Name of State/UT>> of India and the bidder on mutual consent & agreement.
- ii. Arbitration proceedings shall be held in India at New Delhi and the language of the Arbitration proceedings and that of all documents and communications between the Parties shall be English.
- iii. The decision of the sole arbitrator shall be final and binding upon both Parties. The expenses of the arbitrators as determined by the arbitrators shall be

shared equally by <<Tourism department of State/ UT of Name of State/UT>> of India and the Bidder. However, the expenses incurred by each Party in connection with the preparation, presentation shall be borne by the Party itself. All Arbitration awards shall be in writing and shall state the reasons for the award.

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

## 7.8 Penalty Clause

- i. <<Tourism department of State/ UT of Name of State/UT>> of India reserves the right to deduct the penalty from pending bills submitted for the work already performed by the agency.
- ii. The liquidated damages for delay by Bidder shall be applicable under following circumstances:
- iii. The amount of liquidated damages for delay by Bidder under this Contract shall not exceed 10 % (Ten Percent) of the total value of the Contract as specified in the contract agreement.
- iv. Notwithstanding anything to the contrary contained in this agreement but subject to the indemnifications specifically agreed to by the Bidder herein, in no event shall the aggregate liability of the Bidder under this agreement exceed the total cost of services paid to the Bidder.
- v. If the services of the consultancy firm/bidder are found unsatisfactory and objectives of the study/survey are not fulfilled in spite of giving adequate opportunity to the bidder, <<Tourism department of State/ UT of Name of State/UT>> of India may forfeit the amount due in part or whole.

## 7.9 Conflict of Interest

<<Tourism department of State/ UT of Name of State/UT>> of India's policy requires that Bidders should provide professional, objective, and impartial advice and at all times hold <<State Tourism Department>><< Name of State >>'s interests paramount; strictly avoid conflicts with other assignments or their own corporate interests.

Without limitation on the generality of the foregoing, Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be engaged by <<Tourism department of State/ UT of Name of State/UT>> of India, under any of the circumstances set forth below:

## 7.10 Conflicting activities

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

## 7.11 Conflicting assignments

A Bidder (including its Personnel) or any of its affiliates shall not be hired for any assignment that, by its nature, may be in conflict with the assignment of the Bidder or other work to be executed for the same or other of <<Tourism department of State/ UT of Name of State/UT>>

## 7.12 Conflicting relationships

- a) A Bidder (including its Personnel) that has a business or family relationship with a member of <<Tourism department of State/ UT of Name of State/UT>> staff who is directly or indirectly involved in any part of (i) the preparation of the Terms of Reference of the assignment, (ii) the selection process for such assignment, or (iii) supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to <<Tourism department of State/ UT of Name of State/UT>> of India throughout the selection process and the execution of the Contract.
- b) Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of <<Tourism department of State/ UT of Name of State/UT>>, or that may reasonably be perceived as having this effect. Failure to disclose said situations by Bidder may lead to the disqualification of the Bidder or termination of its Contract
- c) No current employees of <<Tourism department of State/ UT of Name of State/UT>> of India shall work as Bidders to <<Tourism department of State/ UT of Name of State/UT>> of India. Recruiting of former employees of <<Tourism department of State/ UT of Name of State/UT>> of India or former ministries, departments or agencies is acceptable provided no conflict of interest exists.

## 7.13 Unfair Advantage

If a short listed Bidder could derive a competitive advantage from having provided consulting services related to the assignment in question, <<Tourism department of State/ UT of Name of State/UT>> of India shall make available to all short listed

Bidders together with this RFP all information that would in that respect give such Bidder any competitive advantage over competing.

#### 7.14 Association of Sub-Bidders

Bidder shall not assign or transfer the contract or any part thereof.

#### 7.15 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the Bidders who submitted the Proposals or to other persons not officially concerned with the process. The undue use by any Bidder of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the <<Tourism department of State/ UT of Name of State/UT>> of India's antifraud and corruption policy.

#### 7.16 Contract Price

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

#### 7.17 Transfer of Contract

Bidder shall not assign or transfer the contract or any part thereof.

#### 7.18 Time & Cost overrun due to pandemic:

There is a possibility of time overrun & consequent cost overrun in the work owing to the ongoing pandemic situation throughout the country. <<Tourism department of State/ UT of Name of State/UT>> of India shall not pay any additional cost other than quoted by the bidder. The bidder is solely responsible for bearing any cost overrun. The intermittent periods during which the work gets stopped due to ongoing covid-19 pandemic situation shall not be counted in the time period of three years for which the manpower resource is to be deployed. However, bidder shall be at liberty to call back the manpower deployed during the intermittent periods in which the work gets stopped.

#### 7.19 Change Orders

1. <<Tourism department of State/ UT of Name of State/UT>> of India may at any time, by a written order given to the bidder, make changes within the general scope of the Contract in any one or more of the following:
  - i) the place of placement; or
  - ii) the Services to be provided by the Vendor.
2. If any such change causes an increase or decrease in the value, or the time required for, the bidder's performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment shall be made in the Contract Value or delivery schedule, or both, and the Contract shall accordingly be amended.

## 7.20 Indemnification and Limitation of Liability

### (a) General Indemnity

The successful bidder/agency (the "Indemnifying Party") undertakes to indemnify the <<Tourism department of State/ UT of Name of State/UT>> of India from and against all losses, claims, damages, compensation etc. on account of bodily injury, death or damage to tangible personal property arising in favour of any person, corporation or other entity (including the Indemnified Party) attributable to the Indemnifying Party's negligence, wilful default, lack of due care or breach of terms of this Agreement.

### (b) Conditions for Indemnity

Without prejudice to the rights of the <<Tourism department of State/ UT of Name of State/UT>> of India in respect of indemnification for any claim:

- i. The <<Tourism department of State/ UT of Name of State/UT>> of India shall notify the bidder/agency upon receipt of any notice of claim setting out in reasonable particulars, the details of such notice of claim;
- ii. Immediately upon receipt of notification of any claim from the <<State Tourism Department>><< Name of State >>, the bidder/agency within a period of 5 days from date of receipt of such notice from the <<State Tourism Department>><< Name of State >>, notify the <<Tourism department of State/ UT of Name of State/UT>> of India whether the bidder/agency wish to assume the defense in relation to such claim (including settlement or resolution thereof). Thereafter, the bidder/agency shall be entitled in consultation with the <<Tourism department of State/ UT of Name of State/UT>> of India and only to the extent such action does not in any manner compromise, prejudice or adversely affect the interests of the <<Tourism department of State/ UT of Name of State/UT>> of India to take such action as mutually agreed upon by bidder/agency and the <<Tourism department of State/ UT of Name of State/UT>> of India to avoid, dispute, deny, resist, appeal, compromise or consent such claim, within a period of 30 days from the date of receipt of such claim notification;
- iii. Notwithstanding anything contained herein, the bidder/agency and the <<Tourism department of State/ UT of Name of State/UT>> of India agree and covenant that a notice by the <<Tourism department of State/ UT of Name of State/UT>> of India to the bidder/agency in relation to the claim as aforesaid shall amount to express acceptance and consent by the bidder to indemnify the <<Tourism department of State/ UT of Name of State/UT>> of India for all losses in relation to such claim. Upon notice by the bidder, the <<Tourism department of State/ UT of Name of State/UT>> of India shall reasonably co-operate with the bidder/agency at the sole costs of the bidder/agency, only to the extent the same does not in any manner compromise, prejudice or adversely affect the rights of the <<Tourism department of State/ UT of Name of State/UT>> of India. The <<Tourism department of State/



UT of Name of State/UT>> of India shall have the right, at its option, to participate in the defense of such claim;

- iv. If the bidder/agency fails to take any action as per the above clause within the time period as specified therein, the <<Tourism department of State/ UT of Name of State/UT>> of India shall have the right, in its absolute discretion, to take such action as it may deem necessary to avoid, dispute, deny, resist, appeal, compromise or contest or settle any claim (including without limitation, making claims or counterclaims against third parties). If the bidder/agency does not assume control of the defence of such claims (as mentioned above), the entire defence, negotiation or settlement of such claim by the <<Tourism department of State/ UT of Name of State/UT>> of India shall be deemed to have been consented to by, and shall be binding upon, bidder/agency as fully as though the bidder/agency alone had assumed the defence thereof and a judgment had been entered into by the bidder/agency, for such claim in respect of the settlement or judgment.

### 7.21 Limitation of Liability

1. Except in case of gross negligence or wilful misconduct on the part of the Bidder or on the part of any person or company acting on behalf of the Bidder in executing the work or in carrying out the services, the Bidder, with respect to damage caused by the Bidder to property and/ or assets of the purchaser or of any of the Purchaser's Bidders, shall not be liable to Purchaser:
  - a. For any indirect or consequential loss or damage; and;
  - b. For any direct loss or damage that exceeds
    - i. The Contract Value, or
    - ii. The proceeds the Bidder may be entitled to receive from any insurance maintained by the Bidder to cover such a liability, whichever of (i) or (ii) is higher.
2. This limitation of liability shall not affect the Bidder's liability, if any, for damage to Third Parties caused by the Bidder/ Bidder's Team or any person or firm/ company acting on behalf of the Bidder in executing the work or in carrying out the services.

### 7.22 Allocation of liability

The allocations of liability represent the agreed and bargained-for understanding of the parties and compensation for the Services/ Deliverables reflects such allocations.

List of Districts to be covered in the <<State/UT>>

Lists of Destinations District wise

District wise List of Accommodation Units

Annexure – “D”

List of Exit points (Air/ Water/ Road/ Rail) District Wise

## Cost and Work Load Estimation Sheet

Sl. No.	Item	Reference Item-No	Item = Details/ Unit/ Quantity/ Cost
1	State code	(1)	
2	State Name	(2)	
3	No of Districts	(3)	
4	Total No of listed Accommodation units	(4)	
5	Total No of Tourist Exit Points ( Bus Depot / Railway Station / Air Port / Sea Port ) in the State common to Many or all Districts	(5)	
6	No of Tourist Destinations	(a) Total	(6)
7		(b) Ticketed	(7)
8		(c) Non-Ticketed	(8)
9	Average number of Entry Points per Non-Ticketed Tourist Destinations	(9)	
10	Average Duration of Normal Visiting Hours per Destination (hrs.)	(10)	
11	Cost of Counting of Visitors per hour per Entry Point of the Non-Ticketed Destinations ( in Rs. )	(11)	
12	Estimated Total Cost of Counting for 14 days at Non-Ticketed Destinations in Phase-1 ( in Rs.)	(12) = (11)x(10)x(9)x(8)x 14 days	
13	Cost of Collection of Records on Number of Tickets sold from a Ticketed destination ( in Rs.)	(13)	
14	Estimated Total Cost of Collection of Records on Number of Tickets sold for 14 days at Ticketed Destinations in Phase-1 ( in Rs.)	(14)=(7)x(13)x14 days	
15	Cost of Flow study per day per Exit Point ( in Rs. )	(15)	
16	Estimated Cost of Flow study for 14 days at all Exit points of the State in Phase-1 (in Rs.)	(16)= (15) x (5) x 14 days	
17	Average number of Ticketed destinations selected per district for Phase-2 study (using 90% criteria )	(17)	

18	Average number of Non-Ticketed destinations selected per district for Phase-2 study (using 90% criteria )	<b>(18)</b>	
19	Estimated Total Cost of Counting of Visitors at all entry points of the selected Non-ticketed destinations on prescribed 7-days of a month for 12-months in Phase-2 ( in Rs. )	<b>(19)= (11)x(10)x(9)x7x12x(18)x(3)</b>	
20	Estimated Total Cost of Collection of Records on Number of Tickets sold from all selected Ticketed destinations on 14 prescribed days in a month continued for 12 months in Phase-2 ( in Rs )	<b>(20)=(13)x(17)x14 days</b>	
21	Cost of filling a destination-short-survey schedule (in Rs. )	<b>(21)</b>	
22	Estimated Total Cost of filling a total of 600 short survey schedules distributed over the selected destinations of a district and on 7 prescribed days in a month for 12 months at all districts of the state in Phase-2 ( in Rs. )	<b>(22)=600x(21)x(3)x12</b>	
23	Cost of filling an Exit-survey schedule (in Rs. )	<b>(23)</b>	
24	Estimated Total Cost of filling a total of 400 Exit-Survey-Schedules distributed over all the exit points of the district and on 14 prescribed days in a month to be continued for 12 months in Phase-2 ( in Rs. )	<b>(24)=400x(23)x(3)x12</b>	
25	Cost of filling an Accommodation Census ( Quarterly ) schedule for obtaining requisite particulars from each listed accommodation unit in the state in Phase-2 (in Rs. )	<b>(25)</b>	
26	Estimated Total Cost of Accommodation Census ( Quarterly updated ) in phase-2 ( in Rs. )	<b>(26)=(25)x(4)x4</b>	
27	Cost of filling an Accommodation Monthly Survey schedule in Phase-2 (in Rs. )	<b>(27)</b>	
28	Estimated Total Cost of Accommodation Survey ( Month ) in Phase-2 ( in Rs. )	<b>(28)=(27)x (4)</b>	

29	Average Number of Supervisors per District for Phase- 1 and Phase-2 both	<b>(29)</b>	
30	Expected minimum Salary of a Supervisor per month during Phase-1 or 2 (in Rs. )	<b>(30)</b>	
31	Estimated Total Salary of Supervisors (Phase-1 of 1 month and Phase-2 of 12 months) (in Rs. )	<b>(31)=(30)x(29)x(3)x13 months</b>	
32	Estimated Total Travelling Cost	<b>(32)</b>	
33	Estimated Total Administrative Cost	<b>(33)</b>	
34	Estimated Total Miscellaneous Cost	<b>(34)</b>	
35	Estimated Total Incidentals	<b>(35)</b>	
36	Estimated Total Cost (in Rs.)	<b>(36)=(12)+(16)+(19) +(20)+(22)+(24) +(26)+(28)+(31) +(32)+(33)+(34)+(35)</b>	
37	Amount in Words (INR Only)		



Financial Bid Form

Description	Cost per Man-day (Rs./ Man-Day)
<p><b>The Man-day cost for conducting the activities detailed in the RFP is required to be provided here.</b></p>	
<p><b>Amount in Words (INR Only)</b></p>	
<ul style="list-style-type: none"> <li>• The man-day cost is to be arrived at by considering Remuneration of key personnel, expenses on transportation, accommodation, TA/DA, local transportation, online methods, training &amp; analysis tools/software application etc. Also include, miscellaneous Expenses related to assignment such as office expenses, documentation, communication, data entry, data analysis etc. salary, TA/DA,</li> <li>• Also consider applicable taxes</li> </ul>	

M/s..... hereby submits the Financial Bid to undertake the activities mentioned in the RFP No..... dated.....at the rate of Rs.....per man-day.

**Date:**

**Place:**

**SIGNATURE**

**Full name and designation:**

**(Seal of organisation)**

DECLARATION (ON THE LETTER HEAD OF THE BIDDER)

To,

<<State/ UT Nodal Officer>>

<<Department of Tourism>>

<<Address-1>>

<<Pin code-XXXXXX>>

Dear Sir,

We, the undersigned offer to provide services for conducting the tourism survey at Destination, District level & State Level and Engagement in accordance with the RFP No. ....dated ..... issued by <<Tourism department of State/ UT of Name of State/UT>> of India. We are hereby submitting our Financial bid as per **Formtech-1** for <<Tourism department of State/ UT of Name of State/UT>> of India .

We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to disqualification of our bid.

1. We understand that you are not bound to accept any proposal you receive.
2. We permit <<Tourism department of State/ UT of Name of State/UT>> of India to cross check the facts from any other source.
3. We or any of our authorized representatives, if required by <<Tourism department of State/ UT of Name of State/UT>> of India, would make a presentation before the duly constituted Committee at our own cost.
4. We will abide by the decision of <<Tourism department of State/ UT of Name of State/UT>> of India regarding engagement bid process& thereafter.
5. We have read & understood the RFP and agree to all the terms & conditions stated therein.

**Date:**

**Place:**

**SIGNATURE**

**Full name and designation:**

**(Seal of organisation)**

**Bid Security Declaration Form**

Date:..... RFP No.,.....

To <<Tourism department of State/ UT of Name of State/UT>> of India.

(Insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We:

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or (ii) refuse to execute the contract in accordance with the Instructions to Bidders.

I/We understand this Bid Security Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:..... (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: .....(insert complete name of person signing the Bid Securing Declaration) Duly authorized to sign the bid for an on behalf of .....

(insert complete name of Bidder)

Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

Corporate Seal (where appropriate)

**Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)**

List of Surveyors

Name	Qualification	Years of Experience	Engagement Full Time/ Part Time	Languages known	Availability of Tab/ Smart phone

Consent of the Agency: I hereby declare that all the information mentioned above is true and correct to the best of my knowledge and belief.

(Name & Signature of the Authorised Signatory)

Date:

Place:

Authorized Signatory

Name:

COMPANY SEAL

**Banking Details Proforma of the Bidder**

**Please note that the applicable amount is to be paid only through NEFT/RTGS. The bank details are as follows:**

**Bank Account No.** :  
**Type of Account [CA/SB/Loan/CC]** :  
**Name of the Bank** :  
**Branch** :  
**Address** :  
**City** :  
**IFSC RTGS Code** :  
**IFSC NEFT Code** :  
**MICR Code** :  
**Branch Code** :

**Please note that <<M/S Bidders Name>> PAN Number :**  
**<<M/S Bidders Name>> Service Tax Regn No.:**  
**<<M/S Bidders Name>> TIN No.:**  
**<<M/S Bidders Name>> TAN No. :**  
**<<M/S Bidders Name>> Provisional GST ID No.:**

**GST Form-Application for registration of existing taxpayer has been filed by <<M/S Bidders Name>> against Application Registration Number( ARN) :**

## Tourism Survey Methodology