

Request for proposal

For

Hiring of an External Agency for Setting and Running up of Helpline/Support Service Centre facilities under IITFC- Program at Indian Institute of Travel and Tourism Management- IITTM (Gwalior)

RFP Number: IITFC/2022/09/01

**Indian Institute of Tourism & Travel Management
Gwalior**

Table of Contents

Contents

1	Introduction.....	4
1.1	About IITTM.....	4
1.2	About IITF Certification.....	4
1.3	Purpose of RFP.....	5
1.4	Important Information.....	5
2	Project Background.....	6
3	Scope of Work.....	6
4	Features and Functional requirements.....	8
5	Instruction to the Bidders.....	9
5.1	Compliant Proposals/Completeness of Responses.....	9
5.2	Code of Integrity.....	9
5.3	RFP Proposal Preparation Costs.....	10
5.4	Language.....	10
5.5	Earnest Money Deposit (EMD).....	10
5.6	Queries.....	11
5.7	Responses to Queries and Issue of Corrigendum.....	12
5.8	Submission of Proposals.....	12
5.9	Venue and Deadline for Submission of Proposals.....	14
5.10	Bidders Authorized Signatory.....	14
6	Evaluation and Selection Procedure.....	14
6.1	Pre-qualification (PQ) criteria.....	15
6.2	Technical Qualification Criteria.....	17
6.3	Financial Bid Evaluation:.....	18
6.3.1	Normalized Financial Score (Fno):.....	19
6.3.2	Combined and Final Evaluation:.....	19
7	Milestones and Timelines.....	20
8	Payment Schedule.....	20
9	Terms of Reference.....	21
9.1	Clarifications and Amendments.....	21
9.1.1	Amendment in RFP Document.....	21
9.2	Disqualification.....	21
9.3	Preparation of Proposal.....	22
9.4	Submission, Receipt and Opening of Proposal.....	22
10	Obligations of the Online Assessment Agency.....	22
11	General Condition of Contract (GCC).....	23
11.1	Application.....	23

11.2	Performance Bank Guarantee.....	23
11.3	Validity of Proposals.....	23
11.4	Validity of Price Quote.....	23
11.5	Right to Accept Proposal.....	23
11.6	Conflict of Interest.....	24
11.7	Disclosure.....	24
11.8	Confidentiality and Non- Disclosure.....	24
11.9	Fraud and Corruption.....	25
11.10	Relationships between Parties.....	25
11.11	Standards of Performance.....	26
11.12	Delivery and Disclosures.....	26
11.13	Right to Change the Order.....	26
11.14	Applicable Laws.....	26
11.15	Intellectual Property Rights.....	26
11.16	Governing Language.....	27
11.17	Assignments.....	27
11.18	Suspension.....	27
11.19	Termination.....	28
11.20	Force Majeure.....	28
11.21	Resolution of Disputes.....	28
11.21.1	Amicable Settlement.....	28
11.21.2	Arbitration.....	29
11.22	Legal Jurisdiction.....	29
11.23	Notice.....	29
11.24	Others.....	29
11.25	Performance Assessment and Penalty.....	30
12	Annexure.....	31
12.1	Annexure 1: Covering Letter (On the letterhead of the Agency).....	31
12.2	Annexure 2: EMD Format.....	33
12.3	Annexure 3: Pre-Qualification Checklist.....	35
12.4	Annexure 4 : Particular of the Bidder.....	37
12.5	Annexure 5: Covering Letter for Technical Proposal.....	38
12.6	Annexure 6: Compliance checklist for Technical Proposal.....	39
12.7	Annexure 7: Financial Proposal.....	40
12.8	Annexure 8: Performance Bank Guarantee Format.....	42
12.9	Annexure 9: Non-Disclosure Agreement.....	44
	NON- DISCLOSURE AGREEMENT.....	44

1 Introduction

1.1 About IITTM

Indian Institute of Tourism and Travel Management (IITTM), is an autonomous body under Ministry of Tourism, Government of India and, is one of the premier institutes in the country offering education, training, research and consultancy in sustainable management of tourism, travel and other allied sectors. The stakeholders' realization that the country is in need of such professionals who can provide an excellent standard of products and services, resulted in the creation of IITTM in 1983 at New Delhi. IITTM is devoted to the pursuit of higher knowledge in tourism and its dissemination to a diverse audience. Over the years, Institute has established a distinguished identity of its own and reached a commanding position among sectoral B-Schools in the country. With its focus on meeting the changing needs of the tourism industry, IITM plays a pioneer role in the propagation and professionalisation of tourism education. Management of this Institute is entrusted to the Board of Governors with the Union Minister for Tourism as its Chairperson. The efforts of this Institute has been instrumental in evolution of the fundamental framework for tourism education and training in the country as it exists today. The Ministry of Tourism, Government of India has also entrusted the institute to conduct regional level guide training programmes for all the regions of the country.

Having set the benchmark in Tourism sector, we have begun the journey to define excellence in field of ever-expanding Service sector. IITTM, with its vast resource pool and enormous experience is set out to make new trends and create new paths for the future to follow.

The Mission

IITTM is committed to developing quality human resources for tourism and allied services. The target groups of its educational/ training programmes extend much beyond the organized sectors of the economy. IITTM endeavours to nurture professional and managerial excellence, social and cultural sensitivity, moral and ethical responsibility with concern for the environment. And it strives for latest techniques to develop decision making abilities with a resolute approach towards productivity, excellence, innovation and value for others to enable its participants to keep pace with the changing scenario of the economy and its environs.

1.2 About IITF Certification

Incredible India Tourist Facilitator (IITF) Certification Programme is a digital initiative of Ministry of Tourism (MoT), Government of India, for the citizens of India to become a part of the booming Tourism Industry. It is an online programme where one can learn about tourism at their own time, space, path and pace. The successful completion of this programme and

online assessment would enable the learner to become a Certified Tourist Facilitator of Ministry of Tourism, Government of India.

1.3 Purpose of RFP

The purpose of this RFP is to select an Agency for Setting and Running up of Helpline/Support Service Centre facilities under IITFC/IITG to assist IITFC/IITG aspirants/candidates in Hindi and English languages to become a Certified Tourist Facilitator of Ministry of Tourism, Government of India.

The Agency will be responsible for running of helpline support centre on the provided Toll Free number for certification courses under IITFC/IITG program for 01 years. The Contract may have extended for another period of 06-month subject to the satisfaction of IITTM. Only Two such extension may be permitted. The number of candidates would vary for different courses and over the period of contract.

1.4 Important Information

S. No.	Information	Details
i	RFP No. and Date	IITFC/2022/09/01, dated: 10-09-2022
ii	Last date for submission of written queries from agencies for clarifications. Queries to be submitted through email only	5 days from date of issue of RFP to Dr. Chandrasekhar Barua on iitfcproject@gmail.com
iii	Release of response to clarifications on www.iittm.ac.in	16/09/2022
iv	Last date of submission of RFP proposal through registered post or in person only	01/10/2022 till 4:00 PM (IST)
v	Cost of the tender/ RFP (non-refundable)	INR 5,000/- in the form of Demand Draft only in favour of <i>Director IITTM</i> , Payable at Gwalior
vi	Addressee and Address at which proposal in response to RFP notice is to be submitted	Director, Indian Institute of Tourism & Travel Management Govindpuri, Gwalior- 474011
vii	Opening of RFP Proposal and Pre-Qualification bid	01/10/2022 at 4:30 PM
viii	Opening of Technical Proposal and Product demonstration to IITTM	Will be intimated and notified at www.iittm.ac.in

ix	Selection of Agency	Selected agency will be notified through e-mail on their registered e-mail ID
----	---------------------	-------------------------------------------------------------------------------

2 Project Background

As the Tourism industry witnesses rapid growth, it has become even more competitive to attract tourists from across the globe. Destinations need to differentiate themselves based on their unique offerings/attractions and their ability to create a distinct image in the minds of the tourist. The growth of Tourism sector is directly associated to the satisfaction of the visitor, which comes with the quality of immersion in local experiences of the destinations visited. This satisfaction can be achieved through the active participation of various stakeholders who shoulder responsibilities in the creation of a seamless experience for the visitors.

The capability building, therefore, becomes essential for enhancing the efficiency of all the stakeholders of the industry. The success will, to a large extent, depend upon the competency of the person mediating the experience for the visitor. This role would invariably be played by the Tourist Facilitator. Tourist Facilitator is the most crucial touchpoint for a visitor, who is likely to spend most of their time with this facilitator of their tourism experience.

In today's context, one of the biggest hurdles of the tourism industry in India is the gap between quantity and quality. The number of places of tourist importance is many as opposed to the short supply of trained Tourist Facilitators. Further, in many cases, the existing Facilitators do not possess required skill set or knowledge, thereby disappointing the visitors and creating a challenge for growth of tourism in India.

Ministry of Tourism, Government of India, continuously endeavours to build the capability of all stakeholders with whom the visitor is likely to interact, with the understanding that each interaction results in a superior experience for the visitor. A stalwart initiative in this regard is the introduction of Incredible India Tourist Facilitator Certification (IITFC) Programme, an online learning platform to facilitate tourism learning at the candidate's own time, space, path and pace, eventually paving the way for the creation of Certified Tourist Facilitators for Ministry of Tourism, Government of India.

3 Scope of Work

IITM intends to select an Agency for Setting and Running up of Helpline/Support Service Centre facilities under IITFC/IITG to assist IITFC/IITG aspirants/candidates in Hindi and English languages to become a Certified Tourist Facilitator of Ministry of

Tourism, Government of India.

The Agency will be responsible for running of helpline support centre on the provided Toll Free number for certification courses under IITFC/IITG program. Setting up of 04 Seated Helpline Support Service center using toll free number for 10:00 AM to 6 PM (Except Sunday) at IITTM- Gwalior with all the functional capabilities to deal with Inbound and Outbound call. Helpline support service center must have Integrated Call handling system, PRI Line, Call Logger, CRM, IVR, Response Management System, Report Generation facilities, Hardware Component such Computer system etc.

The detailed Scope of work for the agency is as below:

- i) An Agency shall establish fully functional call centre at IITTM campus with all functional capabilities to deal with Inbound and Outbound calls both. Helpline support service centre will have Integrated Call handling system, PRI Line, Call Logger, CRM, IVR, Response Management System, Report Generation facilities, Hardware Component including Computer System etc.
- ii) All Technical establishments will be brought in place by an Agency and will be responsible for providing man power, training to the resource, Payroll, Accounts, technical Support Issue escalation and resolution, reporting to IITTM, Gwalior, coordination with different agencies as suggested by IITTM, Gwalior, Preparing training material, and smooth operation and maintenance of system , transportation cost, work ethics and conduct of resource employed and other task of similar nature as assigned by IITTM.
- iii) IITTM will provide a separate room for establishing call centre along with all furniture and fixtures. IITTM will also provide electricity, air-condition and internet facility for Help Line service establishment.
- iv) The Call centre executives will be Indian Nationals holding a graduate degree from recognised University and minimum one-year experience in similar nature of job. He/she should have efficient communication skill in English and Hindi.
- v) No additional resource shall permit for the assigned help line centre. If additional resource is required to operate and maintain the assigned task the cost will be borne by the Agency. In case if any executive leaves or in on leave, his/her replacement shall be ensured by the Agency.
- vi) Resources employed to handle the operation and maintenance of Help Line support service will be bifurcated in front end operation and back end office operation of Help Line Support Service.
- vii) The toll-free number will be owned and made available by the IITTM and this shall form bulk of the available lines. The charges for the toll-free number will be paid by the IITTM. However, the coordination or technical integration with the Telecom service provider (TSP)/other agencies in this regard would be done by the Agency with no cost

implication to the IITTM.

viii) All IT and call centre infrastructure including computers etc. will be provided by the Agency to the support centre executive.

ix) The Agency will identify and engage a cloud telephony service provider and will bear the cost of the services which will include – outgoing call charges, CRM, call logger, IVR, ACD etc.

(x) Agency shall own complete responsibility of knowledge management and Training of the personnel deployed for the project. Agency will build a question bank database/knowledge bank and step by step query resolution workflow based on the operation experience of Agency. The Agency will be required to provide updated question bank/knowledge base & FAQ database regularly. The Agency will develop training methodology including training material in English and Hindi and designated international languages for Help Desk Agents for various types of training such as induction trainings of trainer, supervisor Training etc.

(xi) The Agency will provide regular analytical reports to IITTM that are necessary to monitor the performance of help Line support service in desired format of IITTM, Gwalior.

xii) The total number of full time Equivalent (FTE/Manpower) to be employed will be 5.

4 Features and Functional requirements

a. Features:

S. No.	Features	Description
i	Call Recording	All the queries received through Toll free number for better quality purpose.
ii	Nature of Query	Nature of Query and resolution shall be registered in the daily report submission to IITTM
iii	FAQs	Recurring Queries shall be updated on FAQ section of www.iitf.gov.in .
iv	Multi-lingual support	Support Centre Executive shall be capable to handle queries in Hindi and English. Support Centre Executive shall be capable of handling queries in regional languages also.
v	Maintenance of LOG	The Support Centre Executive must maintain online LOG of daily queries which may any time be checked by the competent authority at IITTM.

S. No.	Features	Description
vi	Feedback	Candidate feedback form should be available at the end of the Agency before exiting from the call.
vii	One Click report Generation	Report of daily queries/call received must be submitted to the IITTM in the desired format along with resolution provided and status of the queries received.

5 Instruction to the Bidders

5.1 Compliant Proposals/Completeness of Responses

- a. Bidders are advised to study all instructions, forms, terms requirements and other information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and Proposal may be rejected. Bidders must:
 - i. Include documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
 - iii. Comply with all requirements as set out within this RFP.

5.2 Code of Integrity

No official of a procuring entity or a bidder shall act in contravention of these codes which includes:

- a. Prohibition of:
 - i. Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
 - iii. Any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv. Improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. Any financial or business transaction between the bidder and any official of the

- procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
- vi. Any coercion or any threat to impair the harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. Obstruction of any investigation or auditing of a procurement process.
 - viii. Making false declaration or providing false information for participation in a tender process to secure a contract;
- b. Disclosure of conflict of interest
- i. Disclosure by bidder of any transgression made in respect of the provision of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

5.3 RFP Proposal Preparation Costs

The Bidder shall be responsible for all costs incurred in connection with participation in the RFP 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 IITTM to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

IITTM will in no event be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

5.4 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of Proposal evaluation, the English translation shall govern.

5.5 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their Proposal, an EMD of Rs. 1,20,000 (Rupees One lakh Twenty Thousands) only, in the form of a demand draft OR Banker's Cheque OR bank guarantee. The payment transfer related information is as follows:
 - i. EMD BG in the format specified in Annexure 2: EMD Format, issued by a commercial bank in favour of Director, IITTM. The EMD should remain valid for a

- period of 45 days beyond the final tender validity period.
- ii. Demand Draft/Banker's cheque: in Favour of Director IITTM, Payable at Chetakpuri, Gwalior
- b. EMD of all unsuccessful Bidders would be refunded by the IITTM within 30 days of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure 8: Performance Bank Guarantee Format
 - c. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
 - d. Proposals not accompanied with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected.
 - e. The EMD may be forfeited in the event of:
 - i. A Bidder withdrawing its bid during the period of bid validity
 - ii. A successful Bidder fails to sign the subsequent contract in accordance with this RFP
 - iii. The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
 - iv. A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers.
 - f. EMD for MSME and Start-ups, recognized by Department for Promotion of Industry and Industrial Trade (DPIIT), will be exempted, as per Rule 170 of GFR 2017, on submission of documentary proof.

5.6 Queries

- a. The Applicant will have to ensure that their queries related to this RFP should reach by email on or before 14-09-2022 to:

Dr. Chandrasekhar Barua
 Indian Institute of Tourism and Travel Management,
 Govindpuri, Gwalior – 474 011
 E-mail: iitfcproject@gmail.com

- b. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Point of clarification

- c. In no event will the IITTM be responsible for ensuring that Applicants' enquiries have been received by IITTM

5.7 Responses to Queries and Issue of Corrigendum

- a. The Nodal Officer notified by the IITTM will endeavour to provide timely response to all queries. However, IITTM makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does IITTM undertake to answer all the queries that have been posted by the Bidders.
- b. At any time prior to the last date for receipt of proposal, IITTM may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by Corrigendum.
- c. The Corrigendum (if any) and clarification to the queries from all Bidders will be posted on the IITTM website (www.iittm.ac.in).**
- d. Any such Corrigendum shall be deemed to be incorporated in this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the Corrigendum into account, IITTM may, its discretion, extend the last date for the receipt of the Proposals.

5.8 Submission of Proposals

- a. Applicants are advised to study all instructions, forms, requirements and other information in the RFP documents carefully.
- b. 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 Applicant's risk and may result in rejection of its Proposal.
- c. Bidders shall submit responses (referred to as "Proposal" herein) in duplicate to the contact person mentioned in the RFP. The list of documents to be submitted as part of proposals as given in the RFP.
- d. Bidders should submit copies of their responses as per the formats given in this RFP in the following manner:
- Response to pre-qualification criterion: (1 original + <1> copies + <1> CD) in first envelope
 - Technical Bid - (1 original + <1> copies + <1>CD) in second envelope

- Financial Bid - (1 original) in third envelope
- e. The application shall be submitted in a sealed master envelope and superscripted "Proposal for Proctor Based Online Assessment by IITTM ". This master envelope should contain:
- Covering Letter (refer Annexure 1)
 - EMD (refer Annexure 2)
 - Sub Envelop 1 – Pre-Qualification Bid
 - Pre-Qualification checklist (refer Annexure 3)
 - Pre-Qualification Proposal duly signed by the authorized signatory of Agency (on each Page).
 - Copy of Power of Attorney for Authorized Signatory
 - A non-rewriteable CD containing scan copy of the documents submitted within the envelope. CD media must be duly signed using a Permanent pen Marker and should bear the name of the applicant agency.
 - Sub Envelop 2 - Technical Bid
 - Covering Letter (refer Annexure 5)
 - Compliance Checklist for Technical Proposal (refer Annexure 6)
 - Technical Proposal duly signed by the authorized signatory of Agency (on each Page).
 - A non-rewriteable CD containing scan copy of the documents submitted within the envelope. CD media must be duly signed using a Permanent pen Marker and should bear the name of the applicant agency.
 - Sub Envelop 3 – Financial Bid
 - Financial Proposal (refer Annexure 7)
- f. The envelopes shall indicate the name, address, telephone number, e-Mail ID and fax number of the Applicant.
- g. Applicants shall submit all the required documents as mentioned in the RFP including various Annexures. It should be ensured that various formats mentioned in this RFP should be adhered to and no changes in the format will be accepted.
- h. The document must contain the list of contents with page numbers and shall be initialled by the Authorized Representative of the Applicant on each page.
- i. Applicant must ensure that the information furnished by him/her in respective CDs is identical to that submitted by him in the original paper. In case of any discrepancy observed by IITTM in the contents of the CDs and original paper, the information furnished on original paper will prevail over the soft copy.
- j. RFP document submitted by the Applicant should be concise and contain only relevant information as required.

- k. interlineations or overwriting, except as necessary to correct errors made by the Bidder itself. Any such corrections must be initialled by the authorised signatory of the Bidder.
- l. All pages of the bid including the duplicate copies, shall be initialled and stamped by the authorised signatory of the Bidder.
- m. In case any discrepancy is observed by the IITTM in the contents of the submitted original paper bid documents with respective copies, the information furnished on original paper bid document will prevail over others.
- n. Bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case of any discrepancy observed by the IITTM in the contents of the CDs/Pen Drives and original paper bid documents, the information furnished on original paper bid document will prevail over the soft copy.

5.9 Venue and Deadline for Submission of Proposals

- a. Proposals, in its complete form in all respects as specified in the RFP, must be submitted to the IITTM, by registered post or in person only, at the address specified below:

Addressed To	The Director, Indian Institute of Tourism & Travel Management
Name	Indian Institute of Tourism and Travel Management
Address	Govindpuri, Gwalior- 474011
Telephone No.	0751-2437300, 2345 821, 2345 822
Email ID's	director@iittm.ac.in
Last Date and Time of submission	01 -10- 2022 : 4:00 PM

- b. Proposals must be received at the address specified and schedule time, as specified in clause 5.9 (a). Beyond this no proposal will be accepted by IITTM and returned unopened to the Applicant.
- c. IITTM shall not be responsible for any postal delay or non-receipt/ non-delivery of the RFP proposal. No further correspondence on the subject will be entertained.
- d. The RFP proposal submitted by telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- e. IITTM reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

5.10 Bidders Authorized Signatory

A Proposal should be accompanied by power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal.

6 Evaluation and Selection Procedure

- a. IITTM will constitute an Evaluation Committee to evaluate the RFP Proposals.
- b. Any attempt by applicant to influence the RFP process at any stage may result in the rejection of its Proposal.

6.1 Pre-qualification (PQ) criteria

The firm should qualify on the below Pre-Qualification criteria:

- PQ criteria for bidders other than Start-ups:

Sr. No.	Basic Requirements	Specific Requirements	Documentary evidence to be submitted
i.	Legal Entity	Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008 <ul style="list-style-type: none">• Registered with the GST Authorities• Should have been operating for the last three years.	<ul style="list-style-type: none">• Certificate of Incorporation• Registration Certificate• GST Registration Certificate
ii.	Sales Turnover in IT/ITes Service	Annual Sales Turnover generated from online assessment during each of the last three financial years (i.e. FY-2019-20, FY 2020-21 and FY 2021-22) (as per the last published Balance sheets), should be at least Rs. 60 Lacs	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor /chartered account/ company secretary
iii.	Net worth	The Bidder must have positive net worth in each of	Extracts from the audited balance sheet

Sr. No.	Basic Requirements	Specific Requirements	Documentary evidence to be submitted
		the last 3 Financial Year (i.e. FY-2019-20, FY 2020-21 and FY 2021-22)(as per the last published Balance sheets)	OR Certificate from the statutory auditor/ chartered account/ company secretary
iv	Technical Capability	Agency must have successfully completed/running at least the following numbers of Call/Support Service centre - One Assignment for not less than the amount Rs 20 Lacs OR - Two Assignment for not less than the amount Rs 10 Lacs OR - Three Assignment for not less than the amount Rs 7 Lacs	Work Order + Completion certificates from the client; OR Work order + Self certificate of Completion (Certified by the statutory auditor/company secretary);
v	Debarment	The Firm shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Government department/ agencies/ ministries or PSU's and should not have been blacklisted or debarred from participating in government tenders at the time of submission of bid.	A Self Certified letter from the bidder

- For Start-up as recognized by DPIIT:

Sr. No.	Basic Requirements	Specific Requirements	Documentary evidence to be submitted
---------	--------------------	-----------------------	--------------------------------------

Sr. No.	Basic Requirements	Specific Requirements	Documentary evidence to be submitted
i.	Legal Entity	<p>Should be Company registered under Companies Act, 1956 or a partnership firm registered under LLP Act, 2008</p> <ul style="list-style-type: none"> • Registered with the GST Authorities • Should have been operating for the last three years. 	<ul style="list-style-type: none"> • Certificate of Incorporation • Registration Certificate • GST Registration Certificate
ii.	DPIIT Recognition	The Start-up should be registered with DPIIT	Copy of DPIIT registration certificate for Start-up
iii	Technical Capability	Agency must have successfully completed at least 2 Call/Support Service Centre Assignments in India or Abroad	<p>Work Order + Completion certificates from the client;</p> <p>OR</p> <p>Work order + Self certificate of Completion (Certified by the statutory auditor/company secretary);</p>
iv	Debarment	The Firm shall not be under declaration of ineligibility for corrupt or fraudulent practices with any Government department/ agencies/ ministries or PSU's and should not have been blacklisted or debarred from participating in government tenders at the time of submission of bid.	A Self Certified letter from the bidder

6.2 Technical Qualification Criteria

- a. Bidders who meet the pre-qualifications/eligibility requirements as on date of bid submission would be considered as qualified to move to the next stage of Technical and Financial evaluations. The IITTM shall call all the bidder for product demonstration to the Evaluation Committee.
- b. Technical Evaluation criteria (Max 50 marks) are as under:

S. No.	Criteria	Basis of Evaluation	Max. Marks	Supporting
i	Experience in Call/Support Service Centre in India or abroad for maximum of 3 such engagements. *	When the No. is: equal to or more than 3 projects: 5 marks equal to 2 projects: 4 marks equal to 1 projects: 3 marks The maximum marks for each project is 1	5	Completion Certificates from the client; OR Work Order + Self Certificate of completion (Certified by the Statutory Auditor/Company Secretary);
ii	Resource Profile	CV of the all resource must be evaluated based on Qualification, Experience, Work profile etc.	5	A- Note
iii	Approach and Methodology to perform the work in this assignment	Qualitative assessment based on: Understanding of scope of work features & functionalities required and other terms of RFP	10	A-Note
iv	Presentation	Showcasing the project understanding functionalities as per requirements of the IITTM	30	Power Point Demonstration
	Total		50	

*Start-ups can showcase the project experience for their clients in India from any domain and sector.

- c. Wherever there is problem in providing name or cost of project due to Non-disclosure agreements with the clients, the bidder can provide a certificate from an independent

auditor or Company Secretary. The bidder has to provide an undertaking that to this effect.

- d. Bidders must score at least 35 marks to qualify the Technical Evaluation.

6.3 Financial Bid Evaluation:

- a. The Financial Bids of technically qualified Bidders will be opened on the prescribed date in the presence of Bidder representatives.
- b. If a firm quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- c. The Bidder with lowest qualifying financial bid (L1) will be awarded 100% score (amongst the Bidders which did not get disqualified on the basis of point b above). Financial Scores for other than L1 Bidders will be evaluated using the following formula:

$$\begin{aligned} \text{Financial Score of a Bidder (Fn)} \\ &= \{(Commercial Bid of L1/Commercial Bid of the \\ &\text{Bidder}) \times 100\} \% \end{aligned}$$

- d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- e. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- f. Any conditional bid would be rejected
- g. 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".

6.3.1 Normalized Financial Score (Fno):

- The normalized financial score (Fno) would be calculated using the following formula:

$$\begin{aligned} \text{Normalized Financial Score of a Bidder (Fno)} \\ &= \text{Financial Score (Fn)} \times 50 / 100 \end{aligned}$$

6.3.2 Combined and Final Evaluation:

- The technical and financial scores secured by each Bidder will be added using weightage of 70% (Technical) and 30% (Financial) respectively to compute a

Composite Bid Score.

- The Bidder securing the highest Composite Bid Score will be adjudicated as the most responsive Bidder for award of the Project. The overall score will be calculated as below:

$$\text{Composite Bid Score (Bn)} = 0.70 * \text{Technical Score (Tn)} + 0.30 * \text{Normalized Financial Score (Fno)}$$

- In the event the Scores are 'tied', the bidder securing highest technical Score will be adjudicated as the Best Value Bidder for award of the Project
- On acceptance of Bid for awarding the Work, IITTM will notify the successful Bidder in writing that their Bid has been accepted. IITTM will issue a Work Order to the successful Bidder which need to be accepted and submitted a signed copy by the Successful Bidder with 10% of Performance Bank Guarantee (PBG) (Refer Annexure 8 for PBG Format).
- The decision of the IITTM in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the evaluation process.
- The IITTM reserves the right to reject any or all proposals.

7 Milestones and Timelines

S. No.	Milestone	Timeline
i	Setting up Of call/Support Service Centre with all Support IT hardware and Software with Integration to Toll Free Number	Within 5 days of award of Contract.
ii	Training to the Resource Deployed	Within 07 days to the award of Contract
iii	Start the Service and daily on click report generation and submission to IITTM	From the 7 days of the award of contract

- a. IITTM will intimate, through email, to the selected agency for the setting up of Cloud based Call/Support Service centre.
- b. Agency may also be required to provide the demo of readiness of the Support Service centre platform with all the functionality to IITTM within 7 days from the date of award of contract for confirmation of platform readiness.

8 Payment Schedule

- a. Payment Condition: No Advance payment will be made to the Agency.
- b. 25% of contract amount will be released after every quarter (from the date of award of contract).
- c. Any other cost apart from hiring of Full time Equivalent (FTE/ Manpower) as mentioned in this work order and for which order is placed by the IITTM Separately, will be paid to the Agency on actual basis subject to submission of third-party bills.
- d. Any increase in operation hours, resource profile etc. would be paid to the agency on actual basis subject to issuances of the Certificate to this effect by IITTM.
- e. Billing will only start from the date of award of contract or any date specified in the award of contract.
- f. MPLS/PRI/Toll free/IVR/SMS if any required shall be provided/paid by IITTM. External MPLS/Link shall also be provided/paid by IITTM

9 Terms of Reference

9.1 Clarifications and Amendments

9.1.1 Amendment in RFP Document

At any time prior to deadline for submission of proposal, IITTM may for any reason, modify the RFP Document. The prospective Applicants having received the RFP Document shall be notified of the amendments through website (www.iittm.ac.in) and such amendments shall be binding on them.

9.2 Disqualification

IITTM may terminate the RFP process at any time and without assigning any reason. IITTM makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute any offer by IITTM.

The applicant's participation in this process may result in short listing the agency(ies). IITTM may at its sole discretion and at any time during the evaluation of Proposal, disqualify any agency, if the agency has:

- a. Submitted the proposal documents after the response deadline;
- b. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility/technical requirements;
- c. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- d. Submitted a proposal that is not accompanied by required documentation or is non-

- responsive;
- e. Failed to provide clarifications related thereto, when sought;
 - f. Submitted more than one Proposal;
 - g. Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

9.3 Preparation of Proposal

The Agency/Applicant shall comply with the following related information during preparation of the Proposal-

- a. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the Proposal.
- b. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the duly authorized person(s) of the agency to bind the Applicant to the contract. The latter authorization shall be indicated by written power of attorney and shall accompany the Proposal.
- c. In addition to the identification, the covering letter shall indicate the name and address of the agency to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- d. Proposals received by facsimile/e-mail/fax shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.
- e. Agencies are not permitted to modify, substitute, or withdraw proposal after its submission.

9.4 Submission, Receipt and Opening of Proposal

All the proposals must be enclosed in sealed envelope as per instructions. During the course of evaluation of Proposal, as well as during the period of contract, the IITTM has the right to carry out a due diligence in a fashion relevant to understand the facts.

10 Obligations of the Online Assessment Agency

- a. As provided in the Terms of Reference (TOR)/RFP.
- b. The Online Assessment Agency will not create any encumbrance on the IITTM.
- c. The Online Assessment Agency will provide all information related to process, software and conduct of examination as and when needed by the IITTM.
- d. The Online Assessment Agency or any of his employees will not involve in the

following activities which will be termed as misconduct:

- i. Disclosing the names of the proctor before the conduct of examination.
- ii. Start the Online Assessment of the candidate without proper verification, as prescribed by IITTM.
- iii. Allowing any person(s) sitting with the candidate during the Online Assessment.
- e. The Agency would ensure that if relative of any proctor is appearing for the exam, the proctor should not be allowed to proctor in the exam for that batch.
- f. The Agency would keep it confidential and would not advertise this award of contract but however the Agency may use it as it's experience in future tenders.
- g. The Agency would not advertise its insignias, emblems, logos, identity etc. during the examination.
- h. The Agency should abide by all applicable law and seek all applicable permissions for the project.
- i. The Agency should adopt industry standard practices for conducting the online assessment.

11 General Condition of Contract (GCC)

11.1 Application

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFP Document or Contract Agreement, the interpretation of the IITTM shall be final and binding on the Agencies.

11.2 Performance Bank Guarantee

- a. The successful agency, at its own expense, shall deposit with IITTM, within a week of accepting the Work Order for any assigned work, an unconditional and irrevocable Performance Bank Guarantee (PBG) of equivalent to 10% of total work award value from a nationalized bank with lien marked to Ministry of Electronics and IT.
- b. The PBG will be payable on demand, for the due performance and fulfilment of the agreement and be valid beyond three months from the expiry of the duration of any assigned work.

11.3 Validity of Proposals

Proposals shall remain valid for 120 days. A proposal valid for shorter period may be rejected as non-responsive. IITTM may solicit the Agency's consent to an extension of Proposal validity (but without the modification in Proposal).

11.4 Validity of Price Quote

The financial quotes submitted for this RFP, as part of Financial Proposal, remain valid for all the online assessments conducted by the agency, under IITFC program, over the contract period of 2 years.

11.5 Right to Accept Proposal

IITTM reserves the right to accept or reject any or all Proposal, and to annul the proposal process and reject all proposals at any time prior to final selection, without thereby incurring any liability to the affected Applicant(s) or any obligation to inform the affected Applicant(s) of the grounds for such decision.

11.6 Conflict of Interest

IITTM requires that Agencies provide professional, objective, and impartial advice and at all times hold the IITTM's interest's paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.

11.7 Disclosure

The Agency shall make available for inspection during normal business hours on all working days all relevant records and reports to the IITTM or its authorized representative as and when required.

11.8 Confidentiality and Non- Disclosure

- a. Information related to the examination, clarification and comparison of the Proposals shall not be disclosed to any agency or any other persons not officially concerned with such process until the selection process is over.
- b. The undue use of confidential information related to the process, by any agency may result in rejection of its Proposal.
- c. Except on explicit prior written consent of the IITTM, the Agencies and the personnel shall not at any time communicate to any person or entity, any confidential information acquired in the course of the Contract.
- d. The Agency shall not use any confidential information for any purpose at any time other than required for execution of the contract.
- e. The question bank and candidate information will also be considered as confidential information and should be kept confidential forever.
- f. The examination question for particular exam should not be disclosed to anyone other than the candidate while giving the exam.
- g. The agency should provide the details including names and phone numbers of persons (Directors, Project Manager/TL/DBA/ System Administrator) who have the right to access the Confidential Information of the application from backend.

- h. Any changes in the persons or their role shall be duly intimated to the IITTM within 3 days.
- i. The Agency should not entertain any requests made by the users and the users of the assessment application to make changes or carry out any action involving reversal from the set process under any circumstances which requires accessing the confidential information from the backend, unless a prior written consent is taken from the IITTM or any other person specifically authorized in this regard to do so.
- j. The agency will enter into non-disclosure agreement with IITTM. The draft non-disclosure agreement is provided in Annexure 9 of this RFP.

11.9 Fraud and Corruption

The agency is expected to maintain high level of professional ethics and will not act in any manner, which is detrimental to IITTM's interest. Agency will maintain confidentiality on matters disclosed till proper instruction is issued for publication.

IITTM requires that Agency selected through this RFP process observe the highest standards of ethics during the performance and execution of the contract. In pursuance of this policy, IITTM defines, for the purposes of this provision, the terms set forth as follows:

- a. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of IITTM or any personnel of Agencies in contract executions.
- b. "Fraudulent practice" means erroneous presentation of facts, in order to influence a procurement process or the execution of a contract, to IITTM, and includes collusive practice among agencies (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive IITTM of the benefits of free and open competition;
- c. "Unfair trade practices" means supply of services different from what is ordered on or change in the Scope of Work which was given by the IITTM.
- d. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.

IITTM will reject a proposal for award of work, if it determines that the agency recommended for award having been engaged in corrupt, fraudulent, unfair trade practices or coercive practice.

IITTM will cancel the work order of the agency, if the agency is found to be engaged in corrupt, fraudulent, unfair trade practices, coercive or collusive.

IITTM will declare a firm ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the firm has engaged in corrupt,

fraudulent and unfair trade practice in competing for, or in executing, the contract.

11.10 Relationships between Parties

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the "IITTM" and "the applicant". No partnership shall be constituted between IITTM and the applicant by virtue of this selection nor shall either party have powers to make, vary or release contractual obligations on behalf of the other party or represent that by virtue of this or any other selection a partnership has been constituted, or that it has any such power. The applicants shall be fully responsible for the services performed by them or on their behalf.

11.11 Standards of Performance

The Agencies shall perform the services and carry out their obligations under the contract/agreement with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency(ies) shall always act in respect of any matter relating to this contract as faithful advisor to IITTM. The Agency(ies) shall always support and safeguard the legitimate interests of IITTM in any dealings with the third party. The Consultant/ Agency(ies) shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agencies shall conform to the standards laid down in RFP Document in totality.

11.12 Delivery and Disclosures

As per the time schedule agreed between the Parties for the assignment given to the selected Agency(ies), the Agency(ies) shall submit all the deliverables on due date as per the delivery schedule. The Agencies shall not, without the IITTM's prior written consent, disclose the Contract, drawings, specifications, plan, pattern, samples to any person other than an entity employed by IITTM for the performance of the Contract.

In case of termination of the Contract all the document used by the Agencies in the execution of project shall become property of IITTM.

11.13 Right to Change the Order

IITTM may at any time before completion of work under project awarded to the Agency, change the work content by increasing/reducing the quantities of the services by 20%, without creating any liability for compensation on any grounds, whatsoever due to this change. In such a case, the Agencies will have to perform the service in the increased/decreased quantity at the same Work Order rates within the time stipulated for providing services to IITTM.

11.14 Applicable Laws

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.

11.15 Intellectual Property Rights

- a. No services covered under the Contract shall be sold or disposed by the Agency in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Agency shall indemnify the IITTM & related Project Owner from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Agency, IITTM shall be defended in the case of any proceedings which may be brought in that connection.
- b. The copyright of all content created under this contract shall be owned by IITTM and the agencies will not utilize this anywhere else and/or for any other work/organization without the explicit written permission from IITTM.
- c. The evaluation study collected data in both raw as well as processed format, data analysis, reports, question bank and any other intellectual property/ deliverable prepared and submitted by the Agency in relation to the Assessment shall remain the property of the IITTM, and IITTM shall be the sole owner of all intellectual property rights in such deliverables. The agency shall deliver all the documents/deliverables to IITTM, together with a detailed inventory thereof, prior to termination or expiration of the work. The Agency shall not use these documents for any purpose other than related to the project without the prior written approval from IITTM.

11.16 Governing Language

All correspondences and other documents pertaining to this selection process, which are exchanged between the parties, shall be written in the English Language.

11.17 Assignments

It is expected that the agencies will complete the assignments on their own. However, the agency may outsource a part of the project (e.g. data collection etc), to perform its obligation under the Contract/agreement, with prior approval from IITTM. It may kindly be noted that the outsourcing is allowed with the condition that the selected/lead/main agency will be responsible for all deliverables under the contract and IITTM will not be liable for any dispute between the parties.

The lead agency will be responsible for all the projects deliverables. The lead agency will be responsible to attend/participate in all the required meetings (called by IITTM, Project Owner) even in short period notice. No excuse will be entrained for absence or/and to postpone the meetings.

11.18 Suspension

IITTM may, by written notice to Agency, suspend all payments to the Agency hereunder, if the Agency fails to perform any of its obligations under the Contract including the carrying out of the services, provided that such notice of suspension-

- a. Shall specify the nature of failure
- b. Shall request the Agency to remedy such failure within a period not exceeding seven (7) days after receipt by the Agency of such notice of failure

11.19 Termination

IITTM reserves the right to withdraw/terminate the order/assignment in any of following circumstances -

- a. Applicant becomes insolvent, bankrupt, resolution is passed for the winding up of the applicant's organization
- b. Information provided to IITTM is found to be incorrect
- c. Work Order conditions are not met within the specified time period
- d. Misleading claims about the experience/expertise/organization status are made
- e. Clear evidence is received that there is breach of copyright.
- f. No consequential damages shall be payable to the Agencies in the event of such termination.
- g. If the agency does not execute the contract/agreement as per the terms and conditions of the tender then the IITTM may invoke any or all of the clauses (Forfeit the Performance Guarantee Amount; terminate the work order/agreement)

11.20 Force Majeure

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

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

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

11.21 Resolution of Disputes

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

11.21.1 Amicable Settlement

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause "Resolution of Disputes" of GCC shall become applicable.

11.21.2 Arbitration

In the case dispute arising between the IITTM and the Agencies, which has not been settled amicably, the Agencies can request the IITTM to refer the dispute for Arbitration under Arbitration Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-actment thereof, shall apply to these arbitration proceedings.

Arbitration proceedings will be held in India at Gwalior and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the IITTM and the Agencies. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

11.22 Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Gwalior, India only.

11.23 Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice ,request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the party to

whom the communication is addressed, or when sent to such party at the address mentioned in the project specific Work Order/Contract Agreement.

11.24 Others

IITTM may assign the additional work/similar nature of work to the agency at the selected financial quote.

11.25 Performance Assessment and Penalty

SLA Term	Target	Penalty
Setting up Of call/Support Service Centre with all Support IT hardware and Software with Integration to Toll Free Number	Within 5 days of intimation of schedule of assessment	0.5 % of the work order value for per day of delay
Training to the Resource Deployed	Within 07 days from the award of Contract	0.5 % of the work order value for per day of delay
Start the Service and daily on click report generation and submission to IITTM	From 7th days from the award of Contract.	0.5 % of the work order value for per day of delay

Note:

- The overall penalty for a service performance period shall be limited to 10% of the value of the work order.

12 Annexure

12.1 Annexure 1: Covering Letter (On the letterhead of the Agency)

<Date>

To,
The Director,
Indian Institute of Tourism & Travel Management
Govindpuri, Gwalior- 474011
0751-2437300, 2345 821, 2345 822.
director@iittm.ac.in

Dear Sir,

We, the undersigned, offer to provide the services for Proctor Based Online Assessment. Our correspondence details with regard to this RFP are:

S. No	Information	Details
I	Name, designation, address of the person to whom, all references shall be made, regarding this RFP No.	< Insert details of Contact >
li	Telephone number of the Contact Person.	< Insert Phone No. >
lii	Mobile number of the Contact Person	< Insert Mobile Number>
lv	Fax number of the Contact Person	< Insert Fax Number >
V	e-Mail ID of the Contact Person	< Insert official e-mail ID >
Vi	URL of Organization/Agency website	< Insert Website URL >
Vii	Validity of Proposal	120 days

We are hereby submitting our Proposal for RFP in both printed format (2 copy) in prescribed format and, as a soft copy in a non-writable CD. We understand you are not bound to accept any Proposal you receive.

We also confirm that as on date our agency is not declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the short listing process or unduly favours our company in the short listing process, we are liable to be dismissed from the RFP selection process or termination of the contract during the project.

We agree to abide by the conditions set forth in this RFP.

We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

< Authorized Signatory >
< Full Name & Designation >
< Agency's seal >

12.2 Annexure 2: EMD Format

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<email id>

Whereas <<Name of the Bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (herein after called "the Bid") to IITTM

Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the IITTM (hereinafter called "the IITTM") in the sum of Rs.<<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said IITTM, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the IITTM during the period of validity of bid
 - (a) Withdraws his participation from the bid during the period of validity of bid document; or
 - (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the IITTM up to the above amount upon receipt of its first written demand, without the IITTM having to substantiate its demand, provided that in its demand

the IITTM will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

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

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

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

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

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

(Authorized Signatory of the Bank)

Seal:

Date:

12.3 Annexure 3: Pre-Qualification Checklist

A. for Bidders other than Start-ups

S. No.	Basic Requirements	Required	Provided (Yes/No)	Reference & Page No.
I	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory		
ii	Particulars of the Bidders	As per format in Annexure 4		
iii	Earnest Money Deposit	Demand Draft /Banker's Cheque, Bank Guarantee (Annexure 2)		
iv	Legal Entity	<ul style="list-style-type: none"> • Certificate of Incorporation • Registration Certificate • GST Registration Certificate 		
v	Sales Turnover in IT/ITes Service	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor/ company secretary		
vi	Net worth	Extracts from the audited balance sheet OR Certificate from the statutory auditor/company secretary		
vii	Technical Capability	Work Order + Completion certificates from the client; OR Work order + Self certificate of Completion (Certified by the statutory auditor/company secretary);		
viii	Debarment	A Self Certified letter from the bidder		

B. Start-ups recognized by DPIIT

S. No.	Basic Requirements	Required	Provided (Yes/No)	Reference & Page No.
i	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory		
ii	Particulars of the Bidders	As per format in Annexure 4		
iii	Legal Entity	<ul style="list-style-type: none">• Certificate of Incorporation• Registration Certificate• GST Registration Certificate		
iv	DPIIT Recognition	Copy of DPIIT registration certificate for Start-up		
v	Net worth	Extracts from the audited balance sheet OR Certificate from the statutory auditor/company secretary		
vi	Technical Capability	Work Order + Completion certificates from the client; OR Work order + Self certificate of Completion (Certified by the statutory auditor/company secretary);		
vii	Debarment	A Self Certified letter from the bidder		

12.4 Annexure 4 : Particular of the Bidder

S. No.	Information Sought	Details to be Furbished
1	Name and Address of the Bidding Company	
2	Incorporation Status of the Firm (Public limited/private limited, etc.)	
3	Year of Establishment	
4	Date of Registration	
5	Details of registration with appropriate authorities for service tax/GST	
6	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

12.5 Annexure 5: Covering Letter for Technical Proposal

To,

<Date>

The Director,

Indian Institute of Tourism & Travel Management

Govindpuri, Gwalior- 474011

0751-2437300, 2345 821, 2345 822.

director@iittm.ac.in

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the IITTM on <Name of the engagement> with your Request for Proposal dated <insert date>and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid.

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

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in this RFP.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 90 days as stipulated in the RFP document.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____

12.6 Annexure 6: Compliance checklist for Technical Proposal

S. No.	Specific Requirements	Documents Required	Compliance	Reference and Page Number
i	Covering Letter for Technical Proposal	As per Annexure 5	Yes/No	
ii	Resource Profile	CV of all The Resource Deployed	Yes/No	
iii	Experience in Call/Support Service demonstrated in a maximum of 3 such engagements*.	Completion Certificates from the client; OR Work Order + Self Certificate of completion (Certified by the Statutory Auditor/Company Secretary);	Yes/No	
iv	Approach and Methodology to perform the work in this assignment	Note	Yes/No	

*Start-ups can showcase the project experience for their clients in India from any domain and sector

12.7 Annexure 7: Financial Proposal

<Date>

To,
The Director,
Indian Institute of Tourism & Travel Management
Govindpuri, Gwalior- 474011
0751-2437300, 2345 821, 2345 822.
director@iittm.ac.in

Sub: Financial Proposal for RFP No_____ for Proctor Based Online Assessment for IITF Certification

Dear Sir,

Having examined the RFP Document, we, the undersigned, submitting the financial proposal/quote for conducting the third party Proctor Based Online Assessment, in full conformity with the said RFP Document.

We have read the provisions of RFP Document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

We agree to abide by this Proposal, consisting of this letter, the financial proposal, the duly notarized written power of attorney, and all attachments, for a period of 120 days from the date fixed for submission of Proposals as stipulated in the RFP Document and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

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

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

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Respondent]

Name of Firm:

Address:

Cost of Setting up of Helpline/Support Service Centre at IITTM, Gwalior

S. No.	Particulars	Total Number of Resource deployed	Total Cost including applicable taxes
i	For setting up of Helpline Support Service Centre at IITTM, Gwalior for the period of 01 year	05	

- All the values shall be in INR.

Dated this [date / month / year]

Authorized Signatory (in full and initials):

Name and title of signatory:

Duly authorized to sign this Proposal for and on behalf of [Name of Respondent]

Name of Firm:

Address:

12.8 Annexure 8: Performance Bank Guarantee Format

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <<name of the supplier and address>> (hereinafter called "the Bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to IITTM (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of Rs.<Insert Value> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees<Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until <<Insert Date>>

Notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words> only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)

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

12.9 Annexure 9: Non-Disclosure Agreement

NON- DISCLOSURE AGREEMENT

THIS AGREEMENT is made on this the <***> day of <***> 20--- at <***>, India.

BETWEEN

Indian Institute of Tourism and Travel Management having its office at Gwalior, Madhya Pradesh, India hereinafter referred to as 'IITTM' or '-----', which expression shall, unless the context otherwise requires, include its permitted successors and assigns);

AND

<***>, a Company incorporated under the Companies Act, 1956, having its registered office at <***> (hereinafter referred to as 'the Implementation Agency/IA' which expression shall, unless the context otherwise requires, include its permitted successors and assigns).

Each of the parties mentioned above are collectively referred to as the 'Parties' and individually as a 'Party'.

WHEREAS:

1. IITTM is desirous to conduct Proctor Based Online Assessment for candidates.
2. Whereas in pursuing the Online Assessments (the "Business Purpose"), a Party ("Disclosing Party) recognizes that they will disclose certain Confidential Information (as defined hereinafter) to the other Party ("Receiving Party").
3. Whereas such Confidential Information (as defined hereinafter) belongs to Receiving Party as the case may be and is being transferred to the Disclosing Party to be used only for the Business Purpose and hence there is a need to protect such information from unauthorized use and disclosure.

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

DEFINITIONS AND INTERPRETATION

1.1 Definitions

Terms and expressions used in this Agreement (including the Introduction) shall have the meanings set out below:

Agreement	means this Non-Disclosure Agreement (NDA) together with all Articles, Annexures and the contents and specifications of the RFP;
Applicable Law(s)	means any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project;
Confidential Information	<p>means all information including IITTM Data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, dealers, suppliers, products, developments, operations, processes, data, trade secrets, design rights, know-how, plans, budgets and personnel of each Party and its affiliates which is disclosed to or otherwise learned by the other Party in the course of or in connection with this Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this Agreement);</p> <p>All such information in whatever form or mode of transmission, which is disclosed by a Party (the "Disclosing Party") to any other Party (the "Recipient") in connection with the Project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the Disclosing Party, is "Confidential Information".</p>
Intellectual Property Rights	means all rights in written data, trade secret, policies, procedures, guidelines, question bank, moral rights etc. (whether or not any of these are registered and including application for registration);
Parties	means IITTM and Proctor Based Online Assessment Agency for the purposes of this Agreement and " Party " shall be interpreted accordingly;

Disclosing Party	shall have the same meaning ascribed to it in Clause 3 of this agreement;
Receiving Party	shall have the same meaning ascribed to it in Clause 3 of this agreement
Required Consents	means the consents, waivers, clearances and licenses to use IITTM's Intellectual Property Rights, rights and other authorizations as may be required to be obtained for the online assessment and other items that IITTM or their nominated agencies are required to make available to Online Assessment Agency pursuant to this Agreement;
Stakeholders	means the Candidates, Franchisee's, Investors, Citizens, IITTM or its nominated agencies, IITTM employees and the Departments of State Government;
Term	shall have the same meaning ascribed to it in Clause 2 of this NDA;

1.2 Interpretation

In this Agreement, unless otherwise specified:

- a. references to Clauses, Sub-Clauses, Paragraphs and Schedules are to clauses, subclauses, paragraphs of and schedules to this Agreement;
- b. use of any gender includes the other genders;
- c. references to a 'company' shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established;
- d. references to a 'person' shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
- e. a reference to any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted;
- f. any reference to a 'day' (including within the phrase 'business day') shall mean a period of 24 hours running from midnight to midnight;
- g. references to a 'business day' shall be construed as a reference to a day (other than a Sunday) on which banks in the state of <***> are generally open for business;
- h. references to times are to Indian standard time;
- i. a reference to any other document referred to in this Agreement is a reference to that other document as amended, varied, novated or supplemented at any time; and

- j. all headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Agreement.

1.3 Measurements and Arithmetic Conventions

All measurements and calculations shall be in the metric system and calculations done to 2 (two) decimal places, with the third digit of 5 (five) or above being rounded up and below 5 (five) being rounded down except in money calculations where such amounts shall be rounded off to the nearest INR.

1.4 Ambiguities within Agreement

In case of ambiguities or discrepancies within this Agreement, the following principles shall apply:

- a. as between two Clauses of this Agreement, the provisions of a specific Clause relevant to the issue under consideration shall prevail over those in a general Clause;
- b. as between the provisions of this Agreement and the Schedules, the Agreement shall prevail, save and except as expressly provided otherwise in the Agreement or the Schedules; and
- c. as between any value written in numerals and that in words, the value in words shall prevail.

2. TERM

This Agreement will remain in effect for ____years from the date of the last disclosure of Confidential Information ("Term"), at which time it will terminate, unless extended by the disclosing party in writing.

3. SCOPE OF THE AGREEMENT

- a. This Agreement shall apply to all confidential and proprietary information disclosed by Disclosing Party to the Receiving Party and other information which the disclosing party identifies in writing or otherwise as confidential before or within (30) thirty days after disclosure to the Receiving Party ("Confidential Information"). Such Confidential Information consists of certain specifications, documents, software, prototypes and/or technical information, and all copies and derivatives containing such Information that may be disclosed to the Disclosing Party for and during the Business Purpose, which a party considers proprietary or confidential.
- b. Such Confidential Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means to the Receiving Party.

4. OBLIGATIONS OF THE RECEIVING PARTY

The Receiving Party shall:

- a. use the Confidential Information only for the Business Purpose and shall hold the Confidential Information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, taking into account the nature of the Confidential Information, and
- b. grant access to Confidential Information only to its employees on a 'need to know basis' and restrict such access as and when not necessary to carry out the Business Purpose.
- c. cause its employees to comply with the provisions of this Agreement;
- d. reproduce Confidential Information only to the extent essential to fulfilling the Business Purpose, and
- e. prevent disclosure of Confidential Information to third parties;
- f. disclose the Confidential Information to its consultants/contractors on a need to know basis; provided that by doing so, the Receiving Party agrees to bind such consultants/ contractors to terms at least as restrictive as those stated herein. The Receiving Party upon making a disclosure under this Clause shall:
 - i. advise the consultants/contractors of the confidentiality obligations imposed on them by this Clause.
- g. upon the Disclosing Party's request, the Receiving Party shall either return to the disclosing party all Confidential Information or shall certify to the disclosing party that all media containing Confidential Information have been destroyed.
 - i. Provided, however, that an archival copy of the Confidential Information may be retained in the files of the Receiving Party's counsel, solely for the purpose of proving the contents of the Confidential Information.
- h. not to remove any of the other Party's Confidential Information from the premises of the Disclosing Party without prior written approval.
- i. exercise extreme care in protecting the confidentiality of any Confidential Information which is removed, only with the Disclosing Party's prior written approval, from the Disclosing Party's premises. Each Party agrees to comply with any and all terms and conditions the disclosing party may impose upon any such approved removal, such as conditions that the removed Confidential Information and all copies must be returned by a certain date, and that no copies are to be made off of the premises.
- j. Upon the Disclosing Party's request, the Receiving Party shall promptly return to the Disclosing Party all tangible items containing or consisting of the disclosing party's Confidential Information all copies thereof.

5. EXCEPTIONS TO CONFIDENTIAL INFORMATION

The foregoing restrictions on each party's use or disclosure of Confidential Information shall not apply to the Confidential Information that the Receiving Party can demonstrate that such Confidential Information:

- a. was independently developed by or for the Receiving Party without reference to the Information, or was received without restrictions; or
- b. has become generally available to the public without breach of confidentiality obligations of the Receiving Party; or
- c. was in the Receiving Party's possession without restriction or was known by the Receiving Party without restriction at the time of disclosure; or
- d. is the subject of a subpoena or other legal or administrative demand for disclosure; provided, however, that the Receiving Party has given the disclosing party prompt notice of such demand for disclosure and the Receiving Party reasonably cooperates with the disclosing party's efforts to secure an appropriate protective order; or
- e. is disclosed with the prior consent of the disclosing party; or
- f. was in its possession or known to it by being in its use or being recorded in its files or computers or other recording media prior to receipt from the disclosing party and was not previously acquired by the Receiving Party from the disclosing party under an obligation of confidence; or
- g. the Receiving Party obtains or has available from a source other than the disclosing party without breach by the Receiving Party or such source of any obligation of confidentiality or non-use towards the disclosing party.

6. OWNERSHIP OF THE CONFIDENTIAL INFORMATION

- a. Each Party recognizes and agrees that all of the disclosing Party's Confidential Information is owned solely by the Disclosing Party (or its licensors) and that the unauthorized disclosure or use of such Confidential Information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain.
- b. By disclosing the Confidential Information or executing this Agreement, Disclosing Party does not grant any license, explicitly or implicitly, under any trademark, patent, copyright, mask work protection right, trade secret or any other intellectual property right. The Disclosing Party disclaims all warranties regarding the information, including all warranties with respect to infringement of intellectual property rights and all warranties as to the accuracy or utility of such information.
- c. Access to Confidential Information hereunder shall not preclude an individual who has seen such Confidential Information for the purposes of this Agreement from working on future projects for the Disclosing Party which relate to similar subject matters, provided that such individual does not make reference to the Confidential

Information and does not copy the substance of the Confidential Information during the Term. Furthermore, nothing contained herein shall be construed as imposing any restriction on the Receiving Party's disclosure or use of any general learning, skills or know-how developed by the Receiving Party's personnel under this Agreement.

- d. Execution of this Agreement and the disclosure of Confidential Information pursuant to this Agreement do not constitute or imply any commitment, promise, or inducement by either Party to make any purchase or sale, or to enter into any additional agreement of any kind.

7. DISPUTE RESOLUTION

- a. If a dispute arises in relation to the conduct of this Contract (Dispute), a party must comply with this clause 7 before starting arbitration or court proceedings (except proceedings for urgent interlocutory relief). After a party has sought or obtained any urgent interlocutory relief that party must follow this clause 7.
- b. A party claiming a Dispute has arisen must give the other parties to the Dispute notice setting out details of the Dispute.
- c. During the 14 days after a notice is given under clause 7(b) of this NDA (or longer period if the parties to the Dispute agree in writing), each party to the Dispute must use its reasonable efforts through a meeting of Senior Executive (or their nominees) to resolve the Dispute. If the parties cannot resolve the Dispute within that period then any such dispute or difference whatsoever arising between the parties to this Contract out of or relating to the construction, meaning, scope, operation or effect of this Contract or the validity of the breach thereof shall be referred to a sole arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be appointed by the High Court of the jurisdiction specified in this agreement. The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at the jurisdiction specified in Clause 11.21.2 of this RFP. Any legal dispute will come under the sole jurisdiction specified in Item Clause 11.21.2 of this RFP.
- d. The Receiving Party agrees that the Disclosing Party shall have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to

pursue any and all other rights and remedies available at law or in equity for such a breach.

8. VARIATION

This Agreement may only be varied in writing and signed by both Parties.

9. WAIVER

Waiver including partial or conditional waiver, by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this NDA:-

- a. shall be in writing
- b. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this NDA;
- c. shall be executed by a duly authorized representative of the Party; and
- d. shall not affect the validity or enforceability of this NDA in any manner.

10. EXCLUSION OF IMPLIED WARRANTIES

This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal agreement executed by both Parties.

11. ENTIRE AGREEMENT

This Agreement and the Annexure together constitute a complete and exclusive statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by the Parties and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings offers or other communications of every kind pertaining to this Agreement are abrogated and withdrawn.

12. SEVERABILITY

If for any reason whatever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be

subject to the dispute resolution procedure set forth under this Agreement or otherwise.

13. NO PARTNERSHIP

This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, or to impose any partnership obligation or liability upon either Party, and neither Party shall have any right, power or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as or be an agent or representative of, or to otherwise bind, the other Party except as expressly provided under the terms of this Agreement.

14. THIRD PARTIES

This Agreement is intended solely for the benefit of the Parties and their respective successors and permitted assigns, and nothing in this Agreement shall be construed to create any duty to, standard of care with reference to, or any liability to, any person not a Party to this Agreement.

15. SUCCESSORS AND ASSIGNS

The Agreement shall be binding on and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

16. NOTICES

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given by hand delivery, recognized courier, registered post, email or facsimile transmission and delivered or transmitted to the Parties at their respective addresses set forth below:

If to IITTM:

Attn: <***>

Tel:

Fax:

Email:

Contact:

With a copy to:

If to the Implementation Agency:

Attn. <***>

Phone: <***>

Fax No. <***>

17. LANGUAGE

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in the English language.

18. COUNTERPARTS

This Agreement may be executed in counterparts, each of which, when executed and delivered, shall constitute an original of this Agreement.

19. MITIGATION

Without prejudice to any express provisions of this Agreement on any mitigation obligations of the Parties, each of the IITM and the Implementation Agency shall at all times take all reasonable steps to minimize and mitigate any loss for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.

20. REMOVAL OF DIFFICULTIES

The Parties acknowledge that it is conceivable that the Parties may encounter difficulties or problems in the course of implementation of the Project and the transactions envisaged under this Agreement. The Parties agree and covenant that they shall mutually discuss such difficulties and problems in good faith and take all reasonable steps necessary for removal or resolution of such difficulties or problems.

SIGNED, SEALED AND DELIVERED For and on behalf of the Implementation Agency by:	SIGNED, SEALED AND DELIVERED For and on behalf of the IITM by:
(Signature)	(Signature)
(Name)	(Name)
(Designation)	(Designation)
(Address)	(Address)
(Fax No.)	(Fax No.)

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT
AS OF THE DATE FIRST ABOVE WRITTEN.

In the presence of:

1.

2.

.