

RFQ cum RFP for Selection of Consultancy firm for professional services, G20 Secretariat, Ministry of Culture, uploaded on official website of Ministry of Culture on 27.09.2022.

Reference RFQ cum RFP for Selection of Consultancy firm for professional services document uploaded on the website of Ministry of Culture on 27.9.2022 followed by modifications uploaded on 6.10.2022. The last date of submission of proposals was 4.10.2022 which was extended up to 7.10.2022.

After the last date of submission of proposals, it has been found that sufficient number of proposals has not been received. Therefore, it has been decided to extend the time line for submission of proposals till **13.10.2022 (5.00 p.m.)**.

It is further informed that the proposals received for the above said work of G20 Culture track meetings will be opened on **14 October, 2022 at 11.00 a.m.** in Room No. 335, C-Wing, Shastri Bhavan, New Delhi in the presence of duly constituted Evaluation-cum-Selection Committee.

The applicants to the above proposal may present themselves or depute their representatives during the process of opening of RFPs.


10/10/2022

(Anuradha Sood)

Under Secretary

Tel. 23388569

Email: anuradha.sood@nic.in

1. NIC, M/o Culture for uploading on Ministry's website
2. All members of the Evaluation-cum-Selection Committee

Copy to : JS(ICR)

Updation / modification in Sections of the RFQ cum RFP for Selection of Consultancy firm for professional services, G20 Secretariat, Ministry of Culture, uploaded on official website of Ministry of Culture on 27.09.2022

Section 1: Proposal

Last date of submission of Technical and Financial Proposals has been extended up to **07.10.2022 (05.00 PM)**

Section 4.2: Bidder/Firm's profile, in general

Key Personnel

1) Project Manager cum Lead

Qualification: Minimum postgraduate in **Heritage Management/ Culture Studies/History/ Arts/Social Sciences/ Development Studies/ Journalism/ Communication/ Management** or equivalent

4) Consultant – Writer, Culture, Creative Industries

Qualification: Minimum postgraduate in Journalism/Culture /Tourism Management/ **History/ Arts/Social Sciences/ Hospitality or equivalent**

5) Consultant - Coordinator

Qualification: Master's degree in **Planning/Management/ Tourism Management /Event Management/Architecture** or equivalent

Section 8: General Terms and Conditions

25. Confidentiality

(RfP page number: 30)

The Successful Bidder, their Sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Ministry's business or operations without the prior written consent of the Ministry. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations, **(f) These obligations shall be valid for a period of 3 years from the date of termination of this Agreement subject to compliance of other provisions of this clause**

Section 8: General Terms and Conditions

28. Insurance to be taken out by the Successful bidder

Service Provider shall during the term of this Agreement maintain sufficient professional indemnity insurance as required by law, regulations and professional obligations applicable in India.

**Request for Qualification-cum-Request for Proposal
(RFQ-cum-RFP)**

For

Selection of Consultancy firm for Professional Services

G20 Secretariat, Ministry of Culture

**For Research, Documentation and Coordination work for
the G20 work-stream of Culture**



Ministry of Culture
Government of India

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Section 1: Proposal

Project Name	For Research, Documentation and Coordination work for the G20 work-stream of Culture
Method of Selection	Quality and Cost Based Selection (QCBS 80:20)
Last date of submission of Technical and Financial Proposals	<i>4th October, 2022 (4:00 PM)</i> <i>Any proposal delivered after the deadline will not be considered and returned unopened.</i>
Tentative date of Commencement of services	<i>14 October, 2022</i>
Validity of Proposal	Technical and Financial Proposals to be valid upto 90 days from final submission date
Technical Evaluation Criteria	Refer to Section- 3
Contact Person for any clarifications	Under Secretary (ICR), Ministry of Culture Room No.335, C Wing, ShastriBhawan, New Delhi – 110 001. Tele (011) 23388569 E-mail: icrculture@gmail.com
Copies of Proposal	Bidders must submit original and one copy each of the Technical and Financial Proposal. (Refer Section-4 for Technical Proposal format and Section-5 for Financial Proposal format). Proposals non-compliant with aforesaid shall be disqualified.
Proposal Submission Address	SEALED-COVER BIDS MUST BE SUBMITTED BY HAND IN A SPECIALLY DESIGNATED DROP-BOX IN THE OFFICE OF: Under Secretary(ICR) Ministry of Culture Room No.335 'C' Wing, Shastri Bhavan, New Delhi Tele: 23388569 LAST DATE OF SUBMISSION: <i>4th October, 2022 (4:00 PM)</i> ONLINE SUBMISSIONS WILL NOT BE ACCEPTED.

Section 2: Instructions to Bidders

General

India will hold the G20 Presidency from 1 December 2022 to 30 November 2023. G20 comprises the world's major developed and developing economies, accounting for 85% of global GDP, 75% of international trade and two-thirds of the world population, making it the premier forum for international economic cooperation. This presidency also provides a fantastic opportunity for India to shape the global agenda on Culture across multiple work streams and engagement areas. Some of these areas are:

- A. Protection and Restitution of Cultural Property
- B. Advancement of traditional Cultural practices Sustainable living
- C. Promotion of Cultural and Creative industries for livelihood generation
- D. Preservation and dissemination of culture by leveraging technology

As part of India's G20 Presidency, the Ministry of Culture plans to host five meetings between December 2022 and Nov 2023, focusing on the Culture Track. These are planned in Khajuraho Bhubaneswar, Hampi and Agra (2 meetings). With a view to discharge the work, related to G20 in run up to India's G20 Presidency, specifically on Cultural work-stream, the Ministry of Culture has decided to invite proposals for professional services selected through a bidding process.

No bidder shall submit more than one bid for this project.

2.1 Cost of Proposal

The Bidder shall bear all costs associated with the preparation and submission of the Proposal. Ministry will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the project.

2.2 Proposal Documents

Contents of Proposal documents

Proposals must offer services for the total requirement. Proposals offering only part of the requirement will be rejected. The Bidder is expected to examine all corresponding instructions, forms, terms and specifications contained in the Proposal documents. Failure to comply with these documents will be at the Bidder's risk and may affect the evaluation of the Proposal.

2.3 Amendments to the Proposal Documents

At any time prior to the deadline for submission of Proposals, the Ministry may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Proposal Documents by amendment, which shall be uploaded on the Ministry's website.

In order to afford prospective Bidders reasonable time in which to take the amendments into account in preparing their offers, the Ministry may, at its discretion, extend the deadline for the submission of Proposals.

2.4 Preparation of Proposals

Language of the Proposal

The Proposals prepared by the bidder and all correspondence and documents relating to the Proposal exchanged by the bidder and the Ministry shall be written in the English language.

2.5 Documents comprising the proposal

The Proposal shall comprise the following components:

- (a) Technical Proposal, as detailed in Section-4
- (b) Financial Proposal, as detailed in Section-5

(a) Technical Proposal

The bidder shall structure the Technical Proposal in the manner prescribed in Section 4.

The Technical Proposal should not contain any pricing information whatsoever on the services offered. Pricing information shall be separated and only contained in the appropriate Price Schedules/ Financial Proposal. Each page of the Technical bid should be signed by the authorized representative of the bidder. Information which the bidder considers proprietary, if any, should be clearly marked “proprietary” next to the relevant part of the text and it will then be treated as such accordingly.

(b) Financial Proposal

The bidder shall indicate on the format given in Section-7, the price of services it proposes to provide under the contract.

The bidder shall prepare the bid based on details provided in the Proposal Documents. However, it must be clearly understood that the specifications and requirements are intended to give the bidders an idea about the order and magnitude of the work and are not in any way exhaustive and guaranteed by the Ministry.

Prices quoted must be in INR (Indian Rupees). The prices must be firm and final and shall not be subject to any upward modifications, on any account whatsoever.

The Financial Bid should clearly indicate the price to be charged without any qualifications whatsoever and should include all taxes, duties, fees, Insurance, levies, works contract/service tax and other charges as may be applicable in relation to the activities proposed to be carried out.

The bidders are advised not to indicate any separate discount. Discount, if any, should be merged with the quoted prices. Discount of any type, indicated separately, will not be taken into account for evaluation purpose.

2.6 Period of validity of Proposals

Proposals shall remain valid upto **90 days**. A Proposal valid for a shorter period may be rejected by the Ministry.

In exceptional circumstances, the Ministry may solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A bidder granting the request will not be required nor permitted to modify its Proposal.

2.7 Format and signing of Proposals

The bidder shall prepare two copies of each of the Proposal, clearly marking each "Original" and "Copy" as appropriate. In the event of any discrepancy between them, the original shall govern.

The two copies of the Proposal shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the Proposal.

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

2.8 Payment

Ministry shall effect payments to the Consultant after acceptance by Ministry of the invoices submitted by the Consultant, upon achievement of the corresponding milestones, as per the payment schedule mentioned at Section -7a

2.9 Submission of Proposals

Sealing and marking of Proposals

- a. The bidder shall seal the Proposals in one outer and three inner envelopes, as detailed below. The outer envelope shall be addressed to-

Under Secretary (ICR)
Ministry of Culture
Room No.335, 'C' Wing,
Shastri Bhavan, New Delhi
Tele: 23388569

and, marked with – "RFQ-cum-RFP: for Selection Consultancy Services for G20 Secretariat, Ministry of Culture for Research, Documentation and coordination work for the G20 work-stream of Culture

- b. Two inner envelopes (one each for Eligibility criteria, Technical and Financial Proposal respectively) should be sealed and shall superscribe 'Eligibility Criteria', "Technical Proposal" and "Financial Proposal" separately as the case may be and the name and address of the bidder.

- c. The envelope for Technical Proposal should contain the original and copy.
- d. The envelope containing the Financial Proposal should bear a warning as “DO NOT OPEN WITH THE TECHNICALPROPOSAL”.

Note: If the inner envelopes are not sealed and marked as per the instructions in this clause, the Ministry will not assume any responsibility for the Proposal’s misplacement or premature opening.

SEALED-COVER BIDS MUST BE SUBMITTED BY HAND IN A SPECIALLY DESIGNATED DROP-BOX IN THE OFFICE OF:

Under Secretary(ICR)
Ministry of Culture
Room No.335 ‘C’ Wing,
Shastri Bhavan, New Delhi
Tele: 23388569

LAST DATE OF SUBMISSION: *4th October, 2022 (4:00 PM)*

2.9.a Deadline for submission of Proposals

Proposals must be received by the Ministry at the address specified in Section-1.

The Ministry may, at its own discretion extend this deadline for the submission of Proposals by amending the RFQ-cum-RFP documents in accordance with clause ‘Amendments of Proposal Documents’, in which case all rights and obligations of the Ministry and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

2.9.b Late Proposals

Any Proposal received by the Ministry after the deadline for submission of proposals, will be summarily rejected.

2.9.c Modification and withdrawal of Proposals

The bidder may withdraw its Proposal after the Proposal’s submission, provided that written notice of the withdrawal is received by the Ministry prior to the deadline prescribed for submission of Proposals.

The Bidder’s withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of clause ‘Deadline for Submission of Proposals’. The withdrawal notice may also be sent by telex or fax but followed by a signed confirmation copy.

No Proposal may be modified subsequent to the deadline for submission of proposals

No Proposal may be withdrawn in the Interval between the deadline for submission of proposals and the expiration of the period of proposal validity specified by the Bidder on the Proposal Submission Form.

2.9.d Opening and Evaluation of Proposals

Opening of Proposals

The technical and Financial proposals shall be opened by a designated **Evaluation and Selection Committee formed by Ministry**,

Clarification of Proposals

To assist in the examination, evaluation and comparison of Proposals, the **Evaluation and Selection Committee** may at its discretion, ask the Bidder for clarification of its Proposal, if any. The request for clarification and the response shall be in writing and no change in price or substance of the Proposal shall be sought, offered or permitted.

2.9.e Preliminary examination of Technical Proposal

The **Evaluation and Selection Committee** will examine the Proposals to determine whether they are complete, whether the documents have been properly signed, and whether the Proposals are generally in order.

Evaluation and comparison of Technical proposals

The technical evaluation shall be done by the **Evaluation and Selection Committee** on the basis of the criteria specified in Section-3.

Only the Bidders who have secured 70% and above in the technical evaluation shall be considered as technically qualified and only their financial bids shall be opened.

Note: The score weights and points obtainable in the evaluation sheet are tentative and can be changed depending on the need or major attributes of technical proposal.

2.9.f Ministry right to vary requirements at the time of award

The Ministry reserves the right at the time of award of contract to vary the quantity of services and goods specified in the Proposal with suitable change in price or other terms and conditions.

The Ministry may, if required, appoint a knowledge Partner to supervise the work of the Consultant on Ministry's behalf.

2.9.g Opening of Financial Proposal

The **Evaluation and Selection Committee** will open the Financial Proposals of only Technically Qualified Bidders, in the presence of the representatives of the Bidders who choose to attend at the time, date & place, as decided by the Ministry which shall be informed to Bidders in advance.

2.9.h Preliminary examination of Financial Proposal

Each Financial Proposal will be inspected by the **Evaluation and Selection Committee** to confirm that it has remained sealed and un-opened. If there are minor arithmetical errors, the bid amount will be adjusted. If there is a discrepancy between words and figures, the amount in words will prevail.

2.9.i Evaluation and comparison of Financial Proposals

The representative from Ministry will read out aloud the name of the Bidder and the total price shown in the Bidder's Financial Proposal. This information will be recorded in writing by the Ministry's representative.

Selection will be made on the basis of combined score of Technical and Financial Bids by allotting 80% and 20% weightage to Technical and Financial bids respectively as per the QCBS system after normalizing the financial scores. Firm with the highest score will be selected.

2.9.j Notification of Award

Prior to the expiration of the period of Bid Validity, Ministry will notify the successful Bidder in writing by registered letter or by fax and email, to be confirmed in writing subsequently by registered letter, that its bid has been finally qualified. The notification of award shall constitute the formation of the Contract.

2.9.k Signing of Contract

At the same time as Ministry notifies the successful bidder that its bid has been qualified and Ministry will send the Bidder the Contract Form. Within 7 days of receipt of the contract form, the successful Bidder shall sign and date the contract and return it to Ministry. The copy of the contract is enclosed at **Annexure-I**.

2.9.l Performance Security

Within 7 days of the receipt of notification of award from Ministry, the successful Bidder shall furnish a Performance Guarantee (10% of the bid amount) in accordance with the conditions of this document. This performance guarantee will have to be paid in the form of Demand Draft/ Banker's Cheque payable to **PAO, Ministry of Culture**.

Failure of the successful bidder to comply with the requirement of the above Clause shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security, and in such an event Ministry may award the Contract to the next best evaluated Bidder or call for new Bids.

2.9.m Bid Cancellation

The Ministry deserves the right to withdraw, annul or cancel the bidding process at any stage if it is deemed to be so required in public interest.

General Rejection Criteria

The following bids would be summarily rejected:

1. Bids submitted without or improper Bid Security or Financial Bid/Proposal.
2. Bids received through Fax/E-Mail.

3. Bids who do not conform to the minimum average annual turnover for the last three years.
4. If the information provided by the Bidder is found to be incorrect/misleading at any stage / time during the Bid evaluation process.
5. Bids not submitted in two cover systems in sealed state (in two separate envelopes as prescribed)
6. Bid received by Ministry after the last date for receipt of Bids prescribed by Ministry, pursuant to Section-1. Bids which do not conform to validity of the Bid as prescribed.
7. Bids without power of authorization or any other document consisting of adequate proof of the Signatory's Authority.

2.9 n Responsibility Matrix:

1. Ministry of Culture will be responsible for:

Sharing all material on schemes, guidelines, policies and regulations

Periodic and timely release of funds for undertaking activities assigned

Supporting the desk in building links with various stakeholders such as industry associations, affiliate bodies of ministry, industry representation, states, ministries, embassies, international bodies, etc.

Providing functional workspace for dedicated staff, part of the desk, at the Ministry of Culture

2. Firm will be responsible for:

Shortlisting and recruiting resources for the desk

Settling operational activities

Providing access to existing resources, knowledge and facilities

Review of Work

Firm and Ministry of Culture will together conduct a quarterly meeting/review for the activities and deliverables to gauge output and forecast for the forthcoming quarter/year.

Section 3: Evaluation Criteria

3.1 Short listing of eligible bidders & evaluation

Stage-I: Short listing

All bids received in response to the RFQ-CUM-RFP shall be scrutinized by a designated committee of Ministry of Culture (MoC) to Check the fulfilment of **essential eligibility conditions**, which are stated below (decision of designated committee would be subject to approval of competent authority of MoC):-

Essential Eligibility Conditions:

Minimum average annual turnover of the firm in the last three financial years must be over 100 crores.

- i. Must be a multinational professional organization with offices in minimum 10 of the 20 G20 member countries.
- ii. Must have demonstrated experience in supporting G20 Working Groups in at least one of the last three presidencies of G20 (including Indonesia).
- iii. Must have executed a large-scale project in India (minimum 5 crore) in last 5 years involving aspects around culture, events, documentation, operational planning, and multiple stakeholder management.
- iv. Must have multi-disciplinary teams and capabilities in the domain of culture, events, and creative industries
- v. Demonstrate evidence of building knowledge partnerships at several national conclaves with Government of India and industry associations.

Only those bidders, who fulfil all the essential eligibility conditions prescribed above shall be considered for detailed technical evaluation. Short listing will be made on the basis of the assessment of the technical bid, followed by the evaluation of financial bid. The bidders shall be required to submit the necessary supporting documents.

Stage – 2 – Technical Proposal Evaluation criteria: All the bidders declared eligible based on the recommendations of the designated committee shall be subject to detailed technical evaluation based on the following parameters as detailed below:-

Technical Proposal Evaluation Criteria:

Sl.No.	Specification	Max Marks	100												
A. Annual average turnover from India operations for the last three (3) years ending 31st March 2022 10 marks for the bidder with highest average annual turnover. Other bidders shall be awarded prorated marks as per the below (bidders are advised that the table below is for illustration purposes of scoring methodology only):			10												
	<table border="1"> <thead> <tr> <th>Bidder</th> <th>Avg. Annual Turnover</th> <th>Marks assigned</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>₹ 2000 Crore and Above (Highest average annual turnover)</td> <td>10</td> </tr> <tr> <td>B</td> <td>₹ 1000 Crore to ₹ 1500 Crore Less than ₹ 1500 cr.</td> <td>8</td> </tr> <tr> <td>C</td> <td>Less than ₹ 1000 Crore</td> <td>6</td> </tr> </tbody> </table>	Bidder	Avg. Annual Turnover	Marks assigned	A	₹ 2000 Crore and Above (Highest average annual turnover)	10	B	₹ 1000 Crore to ₹ 1500 Crore Less than ₹ 1500 cr.	8	C	Less than ₹ 1000 Crore	6		
Bidder	Avg. Annual Turnover	Marks assigned													
A	₹ 2000 Crore and Above (Highest average annual turnover)	10													
B	₹ 1000 Crore to ₹ 1500 Crore Less than ₹ 1500 cr.	8													
C	Less than ₹ 1000 Crore	6													
B. Experience of Consultancy services provided to Central/State Govt./Govt. Autonomous Bodies in the work-stream of Culture <i>The bidders shall be required to submit the necessary supporting documents.</i>			10												
1.	At least 3 projects with experience of delivering projects in last 5 years, involving aspects around culture, events, documentation, operational planning, and multiple stakeholder management 2 marks for every project	6													
2.	Successful completion of project management unit/technical units with Central Ministries in the last 5 financial years 1 mark for every project	4													
C. Technical Approach and Methodology			50												
1.	Background and understanding of the assignment	15													
2.	Detailed Approach and Methodology	25													
3.	Project Work Plan	10													
D. Resources(Marks allotted would be based on quality of key personnel based on their respective CVs)			30												
1.	Project Manager cum Lead	15													
2.	Assistant Researcher	5													
3.	Assistant Writer	5													
4.	Consultant – Writer, Culture, Creative Industries	5													
Total Marks			100												

Section 4: Technical Proposal

The Technical Proposal should contain the following documents:

4.1 Cover letter

In the cover letter, the bidder should confirm the following:

- Confirm that all personnel listed in the technical proposal will be available to provide the required services for the duration of the contract as set-out in the technical proposal.
- Confirm that the technical and financial proposals are valid period as prescribed in the Proposal
- Confirm that the bidder has not indulged in any corrupt or fraudulent practices in preparing this proposal
- Confirm that the person signing the cover letter and the proposal has been duly authorized to do so.
- Cover letter to contain the name, address, telephone and fax no., and email id of the authorized person with whom Ministry to communicate.
- Confirm that the bidder will bear all costs incurred in connection with the preparation and submission of the proposal and to bear any further pre-contract costs.
- Confirm that the terms and conditions laid out in the RFQ-CUM-RFP document are acceptable.
- Confirm that, if the financial Proposal is accepted, to commence and complete delivery of all services specified in the contract within the time frame stipulated.

4.2 Bidder/ Firm's profile, in general.

Key Personnel

The minimum required qualifications and experience of key personnel is given in the table below:

#	Position	Qualification	Relevant experience
1	Project Manager cum Lead	Minimum postgraduate in Management/Social Sciences/ Development Studies/ Journalism/ Communication or equivalent	Minimum 8 years' professional experience of undertaking research, studies, writing reports, articles, developing case studies and communication materials on national and international issues as well as Indian culture, tourism, hospitality etc. Experience of facilitating national/international seminars, conferences, workshops, events, meetings, etc. is desirable.
2	Assistant Researcher	Minimum post graduate degree in Political Science/ International Relations or equivalent	Minimum 4-5 years of experience of undertaking research, studies, writing reports, articles, developing case studies and communication materials on national and

#	Position	Qualification	Relevant experience
			international issues. Experience of publications/ presenting papers in national/ international seminars, conferences, workshops, events, meetings, etc. is desirable.
3	Assistant Writer	Minimum post graduate in Social Science/ Development Studies/ Journalism/ Communication or equivalent	Minimum 4-5 years of professional experience of undertaking research, studies, writing reports, articles, developing case studies and communication materials on national and international issues. Experience of publications/ presenting papers in national/ international seminars, conferences, workshops, events, meetings, etc. is desirable.
4	Consultant – Writer, Culture, Creative Industries	Master’s Degree in Journalism/Culture/ Tourism or management/Hospitality related fields	Minimum 4-5 years of professional experience in undertaking research, studies, writing reports, articles, publications, developing case studies and communication materials on national and international issues. Experience of facilitating national/ international seminars, conferences, workshops, events, meetings, etc. is desirable. Strong written and spoken communication skills is desirable.
5	Consultant – Coordinator*	Master’s degree in Management/ Tourism /Event Management/ /Architecture/	1-2 years’ of experience of organizing national/ international seminars, conferences, workshops, events, meetings, etc.

Note: The CV of key personnel should include name, nationality, profession/designation, proposed position in the. The CVs should be signed by the key personnel confirming that the information given in the CV is correct.

4.3 Experience of the Bidder/Firm

The bidder should give the details of the projects/assignments undertaken during the last 5 years only, in detail (including name of assignment, name/ address of employer, date of award of assignment, date of completion of assignment, nature of the assignment, value of the assignment, scope/ geographical coverage of the assignment and role of the bidder /firm viz. prime consultant, sub-consultant, consortium member etc.)

4.4 Proposed methodology and work plan

Matters not appropriate in any other appendix, e.g. Joint Ventures, Disclosures, conflict of Interest etc. may also be mentioned in this Section.

Section 5: Financial Proposal

5.1 Bid Security

Bid Security of Rs.25,000/- by way of Demand Draft/ Banker's cheque payable in the name of DDO, Ministry of Culture shall be furnished by the bidder at the time of responding to the Proposal. Bid Security must be valid up to 45 days after the last date of the validity of the proposal and the same will be returned to the un-successful bidders after completion of selection process. Bid Security should be part of Technical Proposal. However, Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by the Department of Micro, Small and Medium Enterprises (MSME) or registered with the Central Purchase Organization or the concerned Ministry of Department will be exempted from the bid security.

The bid security of the successful bidder will be discharged upon the bidder executing the contract and furnishing the performance guarantee/security.

5.2 Format for submission of the Financial Proposal

To

**The Under Secretary
Ministry of Culture
Room No.335'C' Wing, Shastri Bhawan,
New Delhi – 110 016**

Dear Sir/Madam,

We, the undersigned, offer to provide the consultancy services for Research and Documentation work for the G20 work-stream of Culture in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the **sum of [Insert amount(s) in words and figures]**. This amount is inclusive of the local indirect taxes, service tax and duties.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Section-1.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988".

We acknowledge the right of the Ministry to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

We offer a Bid Security of Rs.25,000/- (Rupees Fifty Thousand only) to the Ministry in accordance with the Proposal Document.

The Bid Security in the form of Demand Draft/ Bankers Cheque is **attached**.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Bidder:

Address:

NOTE- The Bidder should quote the total lump sum price for providing the services included in the ToR inclusive of local indirect taxes, service tax and duties. The total sum should include the boarding, lodging and transportation costs, of its resource team members keeping in view the reasonability of the rates.

Section- 6 Terms of Reference (TOR)

G20 Meetings : Culture

1. Overview

Culture represents a set of shared attitudes, values, goals and practices of a nation. Culture and creativity manifest themselves in almost all activities. A country as old and diverse as India is symbolized by the plurality and richness of its cultural fabric. India has one of the world's largest collections of songs, music, dance, theatre, folk traditions, performing arts, rites and rituals, paintings and writings that are known, as the 'Intangible Cultural Heritage' (ICH) of humanity.

The President of India acting through the Ministry of Culture and represented by the Secretary, Ministry of Culture (the "**Authority**") is engaged with the Ministry of External Affairs, Govt. of India for coordination in respect to India's G20 Presidency starting from December 2022. With a view to discharge the work, related to G20 in run up to India's G20 Presidency, specifically on Cultural work-stream, the Authority has decided to invite proposals for professional services selected through a bidding process.

2. About India's G20 Presidency and role of Ministry of Culture

India will hold the G20 Presidency from 1 December 2022 to 30 November 2023. G20 comprises the world's major developed and developing economies, accounting for 85% of global GDP, 75% of international trade and two-thirds of the world population, making it the premier forum for international economic cooperation. This presidency also provides a fantastic opportunity for India to shape the global agenda on Culture across multiple work streams and engagement areas. Some of these areas are:

- A. Protection and Restitution of Cultural Property
- B. Advancement of traditional Cultural practices Sustainable living
- C. Promotion of Cultural and Creative industries for livelihood generation
- D. Preservation and dissemination of culture by leveraging technology

As part of India's G20 Presidency, the Ministry of Culture plans to host four meetings between December 2022 and Nov 2023, focusing on the Culture Track. These are planned in Khajuraho, Bhubaneswar, Hampi and Agra (2 meetings).

3. Objectives

As per the Ministry of External Affairs (MEA) guidelines, the Culture track (Sherpa Track) will comprise of verticals as under

a. Substantive/knowledge/Content

The responsibilities so far as the substantive issues are concerned, will include the following:

- i. Study of experiences of previous G20 editions
- ii. Undertake research and develop a theme for the Culture Track along with outcome and focus areas for the G20 Summit 2023
- iii. Agenda-setting for the meetings and preparation of issue notes

- iv. Preparing draft outcome documents and reports from the deliberations during the meetings
- v. Inter-ministerial coordination for alignment of similar and overlapping themes (majorly with Ministries of Tourism and Education)

b. Supervising Logistics and Coordination for the G20 Culture Track meetings

The logistics and the organization of the said meetings will be undertaken by MEA. The appointed Consultant will have supervisory role with following responsibilities:

- i. Supervising MEA's programming and planning of the meetings
- ii. Planning and supervising academic interactions, seminars, and workshops in relation to Culture Track's meetings
- iii. Creating necessary communication protocol and templates for coordination of the meetings for MoC
- iv. Maintaining event calendar and assistance to different task forces in meetings
- v. Supervising information and data collection from the deliberations during the meetings
- vi. Tracking meeting progress and follow-up actions

4. Scope of Work

The scope of the bidder will broadly cover activities linked to implementation of G20 Culture track. The detailed scope of services shall include the following:

Track 1: Event Planning

- i. Help design a partnership model to roll out and implement the four city conclaves. This partnership model will aim to clearly articulate roles and responsibilities between multiple stakeholders of Ministry of Culture and various State Government agencies.
- ii. Engage with identified stakeholders and agencies from now till the city events in monitoring progress of key action areas and establish a reportage to MoC, including any escalations.
- iii. Create concept of operations for accommodation, accreditation, catering, ceremonies logistics, transport, security, press operations, ceremonies, staffing and volunteers, city operations, stakeholder management, technology, communications and outreach, protocol, command control and other operational areas. These plans would be created with both Central and State Government agencies, as per the direction of MoC. Each plan would include description of activities and services, responsibilities, dependencies, escalation matrix and due dates.
- iv. Work with MoC in developing the overarching theme for the Culture track and how each event would be additive to the overall agenda of the Culture track including ultimately supporting in drafting key pointers for the declaration issued at the end of the Presidency.
- v. Research how past Presidencies have worked on this agenda and assist MoC in ensuring the agenda of the Troika is aligned to the current priorities of India's G20 Presidency and initiatives are well articulated.

- vi. Suggest the meeting agenda for the four meetings including identification of key luminaries and speakers who MoC can invite.
- vii. Suggest plans for pre-launch activities in order to create increased engagement with citizens at a pan-India level, including avenues such as photo opportunities or editorials.
- viii. Prepare minute and action out an event report in close consultation with MoC as an output for each event.
- ix. Develop Terms of Reference and assist MoC in bid process management to appoint local event management agencies in each of the four cities for logistics, stage management, audio-visual etc. The appointed consultant will also be expected to assist MoC in managing the contract with the agency to ensure they deliver on the scope as envisaged.
- x. Wherever relevant, prepare check-list for State Government agencies to host the respective events. The appointed consultant will also be expected to get weekly progress reports from State level agencies and report on the same to MoC.
- xi. Develop the terms of reference and help MoC in on-boarding a Public relations/communication agency that will be responsible for providing media support, both in India and key geographies globally. The appointed consultant will also be expected to assist MoC in managing the contract with the agency to ensure they deliver on the scope as envisaged.
- xii. Prepare a calendar of events, coordinating country representation and contributions to network discussions, workshops, and meetings, and leading outreach and technical cooperation efforts as needed

Track 2: Knowledge Management

- i. Assist in research on topics related to culture. This includes attending meetings and discussions, reading publications and interacting with individuals or organizations to develop knowledge base for MoC.
- ii. Assist in writing and editing documents such as concept notes, approach papers, proposals, declarations, etc. through an iterative process as they evolve through the process of discussions/negotiations.
- iii. Assist in presentation of documents, and provide on-going input related to this scope.

5. Period of the Assignment

The tenure of assignment / contract would be for a period of **12 months** from date of signing of agreement.

6. Team Composition

The appointed Consultant shall deploy the following team members for rendering the services, as described in the scope of work.

#	Position	Qualification	Relevant experience
1	Project Manager cum Lead	Minimum post graduate in Management/Social Sciences/ Development Studies/ Journalism/ Communication or equivalent	<p>Minimum 8 years' experience of undertaking research, studies, writing reports, articles, developing case studies and communication materials on national and international issues.</p> <p>Should have led engagements with ministries/depts/international organizations</p> <p>Experience of facilitating national/ international seminars, conferences, workshops, events, meetings, etc. is desirable.</p>
2	Assistant Researcher	Minimum post graduate degree in Political Science/ International Relations or equivalent	<p>Minimum 4-5 years experience of undertaking research, studies, writing reports, articles, developing case studies and communication materials on national and international issues.</p> <p>Experience of publications/ presenting papers in national/ international seminars, conferences, workshops, events, meetings, etc. is desirable.</p>
3	Assistant Writer	Minimum post graduate in Social Science/ Development Studies/ Journalism/ Communication or equivalent	<p>Minimum 4-5 years of professional experience of undertaking research, studies, writing reports, articles, developing case studies and communication materials on national and international issues.</p> <p>Experience of publications/ presenting papers in national/ international seminars, conferences, workshops, events, meetings, etc. is desirable.</p>
4	Consultant – Writer, Culture, Creative Industries	Master's Degree in Journalism/Culture/ Tourism management/Hospitality or related fields	<p>Minimum 4-5 years of professional experience in undertaking research, studies, writing reports, articles, publications, developing case studies and communication materials on national and international issues.</p>

#	Position	Qualification	Relevant experience
			Experience of facilitating national/international seminars, conferences, workshops, events, meetings, etc. is desirable. Strong written and spoken communication skills is desirable.
5	Consultant – Coordinator*	Master’s degree in Planning Management/ Tourism /Event Management/ Architecture/	1-2 years’ of experience of organizing national/ international seminars, conferences, workshops, events, meetings, etc.

*CV will not be considered for the purpose of technical evaluation.

7. Key Deliverables

The following deliverables/ outputs are expected to be developed as part of the assignment

- a) Research, output related to previous G20 editions, focus areas for the G20 Summit etc.
- b) Setting agenda of meetings, conferences, and discussions etc.
- c) Meeting minutes, Statement of Procedures (SOP’s) / checklists for events, concept / working papers
- d) Checklists for event concepts and plans
- e) Supervision of the logistics and coordination with the visiting delegations
- f) Preparation of required documents for seminars and workshops

8. Working Arrangements.

The Firm will report to Under Secretary/Deputy Secretary (ICR), Ministry of Culture looking after the ICR Division.

Section- 7: Format for Submission of Financial Proposal

S. No.	Position Title	Rate per month	Number of resource months	Total without taxes	Tax amount	Total including taxes
1	Project Manager cum Lead					
2	Assistant Researcher					
3	Assistant Writer					
4	Consultant – Writer, Culture, Creative Industries					
5	Consultant –Coordinator					
	Total Payment					

7 a Payment Schedule

The payment will be made by the client on a monthly basis, within 30 days upon the receipt of the invoice from the bidder.

Section- 8: General Terms &Conditions

1. General Provisions

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

- a. "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.
- b. Contract means the Contract signed by the Parties;
- c. "Effective Date" means the date on which this Contract comes into force and effect pursuant to clause;
- d. "Government" means Government of India;
- e. "Local currency" means the Indian Rupees;
- f. "Member", in case the Successful Bidder consists of a joint venture of more than one entity, means any of these entities, and "Members" means all of the entities;
- g. "Party" means the Ministry or the Implementing Agency(consultant) as the case may be, and Parties means both of them;
- h. "Personnel" means persons hired by the Successful Bidder or by any Sub-Consultant as Employees and assigned to the performance of the Services or any part thereof; and „key personnel" means the personnel referred to in Section-4, 4.2.
- i. "Services" means the work to be performed by the Successful Bidder pursuant to the contract. The approach and methodology to be adopted by the Successful Bidder for carrying out the assignment may be modified after mutual discussions with Ministry. The work plan as indicated by the Successful Bidder may also get modified accordingly.
- j. "Sub-consultant" means any entity to which the Successful Bidder subcontract part of the Services in accordance with the provisions of Section- 8, clause- 02;
- k. "Third Party" means any person or entity other than the Government/Ministry and the Successful Bidder
- l. "Ministry" means Ministry of Culture, New Delhi

2. Relation between the Parties

Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Ministry and the Successful Bidder. The Successful Bidder, subject to this Contract, should have complete charge of Personnel and Sub-consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder. The Consultant shall be considered as having the legal status of an independent

Consultant vis-à-vis Ministry. The Consultant's personnel and sub-Consultants shall not be considered in any respect as being the employees or agents of Ministry or the Government.

3. Law Governing Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

4. Notices

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile.

5. Language

This Contract has been executed in the English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

6. Taxes and Duties

The Successful Bidder, Sub-consultants and Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law and the Ministry shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed. The Ministry shall not be liable for any tax levied on the remuneration and allowances of the Successful Bidder as per this contract.

7. Effectiveness of Contract

This Contract shall come into force and effect on the date (the "Effective Date") of the Ministry's notice to the Successful Bidder instructing the Successful Bidder to begin carrying out the Services.

8. Expiration of Contract

Unless terminated earlier pursuant to Clause 16(i) & (ii) this Contract shall expire when services have been completed and all payments have been made as per the payment schedule mentioned at Section-7.

9. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Work, may only be made by written agreement between the Parties to the contract or their duly authorized representatives with the mutual consent of both parties.

10. Force Majeure

Definition

- a. For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- b. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a party or such Party's Sub-consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Contract and (B) avoid or overcome in the carrying out of its obligations hereunder.
- c. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

11. No Breach of Contract

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, "due care" and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

12. Measures to be taken

- a.) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- b.) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- c.) The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

13. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was

unable to perform such action as a result of Force Majeure. This doesn't preclude the Ministry from extending the time period of the assignment in pursuant to Section 06, Clause 05.

14. Consultation

Not later than thirty (30) days after the Successful Bidder, as the result of an event of Force Majeure, have become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

15. Suspension

The Ministry may, by written notice of suspension to the Successful Bidder, suspend all payments to the Successful Bidder hereunder if the Successful Bidder fail to perform any of their obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Successful Bidder to remedy such failure within a period not exceeding thirty (30) days after receipt by the Successful Bidder of such notice of suspension.

16. Termination of the Contract:

(I) By the Ministry

The Ministry may, by not less than seven (7) days' written notice of termination to the Successful Bidder, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause, terminate this Contract.

- a. if the Successful Bidder fail to remedy a failure in the performance of their obligations hereunder, as specified in a notice of suspension pursuant to Clause 15 of section 08 hereinabove, within seven (7) days of receipt of such notice of suspension or within such further period as the Ministry may have subsequently approved in writing;
- b. if the Successful Bidder become insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. if the Successful Bidder fail to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 41(c) of Section 08 hereof;
- d. if the Successful Bidder submit to the Ministry a statement which has a material effect on the rights, obligations or interests of the Ministry and which the Successful Bidder know to be false;
- e. if, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than sixty (60) days ;or
- f. if the Ministry, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

- g. if the Successful Bidder, in the judgment of the Ministry has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

(II) By the Successful Bidder

The Successful Bidder may, by not less than seven (7) days' written notice to the Ministry, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause, terminate this Contract:

- a. if the Ministry fails to pay any money due to the Successful Bidder pursuant to this Contract and not subject to dispute pursuant to Clause 41(c) of section 08 hereof within seven days (7) days after receiving written notice from the Successful Bidder that such payment is overdue;
- b. if the Ministry is in material breach of its obligations pursuant to this Contract and has not remedied the same within seven (7) days (or such longer period as the Successful Bidder may have subsequently approved in writing) following the receipt by the Ministry of the Successful Bidder's notice specifying such breach;
- c. if, as the result of Force Majeure, the Successful Bidder is unable to perform a material portion of the Services for a period of not less than seven (7) days; or
- d. if the Ministry fails to comply with any final decision reached as a result of arbitration pursuant to Clause 41(c) of section 08 hereof.

17. Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses 16 (i) or 16(ii) of section 08 hereof, the Successful Bidder shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Successful Bidder and equipment and materials furnished by the Ministry, the Successful Bidder shall proceed as provided, respectively, by Clause 33 of section 08 hereof.

18. Payment upon Termination

In the event of such termination, the Successful Bidder shall be compensated for the actual amount of work performed to the satisfaction of the Ministry on pro rata basis after offsetting against these payments any amount that may be due from the Successful Bidder to the Ministry. All advances paid to the Successful Bidder shall be immediately refunded to the Ministry along with the borrowing rate of interest of Government of India (@ 12%) from the date of receipt of the said amount by the Successful Bidder to the date of refund thereof.

19. Disputes on Events of Termination

If either Party disputes whether an event specified in section 08, Clause 16(i) or 16(ii) hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 41(c) of section 08 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award. Indian Arbitration Act will be applicable.

20. Obligation of the Successful Bidder

(I) Standard of Performance

The Successful Bidder shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. "The Successful Bidder shall always" act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Ministry, and shall at all times support and safeguard the Ministry's legitimate interests in any dealings with Sub-consultants or Third Parties. The Consultant shall be responsible for the professional and technical competence of its employees and will select, for work under this Contract, reliable individuals who will perform effectively in the implementation of this Contract, respect the local customs, and conform to a high standard of moral and ethical conduct.

(II) Fraud and Corrupt Practices

The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and during the subsistence of the contract. Notwithstanding anything to the contrary contained herein, or in the contract, the Ministry may reject a Bid, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Ministry shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may

be available to the Ministry under the Bidding Documents and/ or the Contract, or otherwise.

Without prejudice to the rights of the Ministry hereinabove and the rights and remedies which the Ministry may have under the contract, or otherwise if a Bidder is found by the Ministry to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or during the execution of the Contract, such Bidder shall not be eligible to participate in any tender or RFQ-CUM-RFP issued by the Ministry during a period of 2 (two) years from the date such Bidder is found by the Ministry to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case maybe.

For the purposes of the Clause 20(ii) of Section 08, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Ministry who is or has been associated in any manner, directly or indirectly, with the Bidding Process or has dealt with matters concerning the contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Ministry, shall be deemed to constitute influencing the actions of a person connected with the bidding process.
- (b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- (c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- (d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Ministry with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and
- (e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

21. Encumbrances/Liens

The Successful Bidder shall not cause or permit any lien, attachment or other encumbrance by any person to be placed on file or to remain on file in any public office or on file with Ministry against any money due or to become due for any work done or materials furnished under this Contract, or by reason of any other claim or demand against the Consultant.

22. Use of name, Emblem or official seal of Ministry/Government

The Successful Bidder shall not advertise or otherwise make public the fact that it is a service provider to the Ministry, nor shall the Successful Bidder, in any manner whatsoever use the name, emblem or official seal of Ministry or the Government, or any abbreviation of the name of Ministry or the Government in connection with its business or otherwise.

23. Law Governing Services

The Successful Bidder shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-consultants, as well as the Personnel of the Successful Bidder and any Sub-consultants, comply with the Applicable Law.

24. Conflict of Interests

The Remuneration of the Successful Bidder pursuant to section 07 hereof shall constitute the Successful Bidder's sole remuneration in connection with this Contract or the Services and, subject to section 06 hereof, the Successful Bidder shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations hereunder, and the Successful Bidder shall use their best efforts to ensure that any Sub-consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional remuneration.

If the Successful Bidder, as part of the Services, have the responsibility of advising the Ministry on the procurement of goods, works or services, the Successful Bidder shall comply with any applicable procurement guidelines of the Government of India and shall at all times exercise such responsibility in the best interest of the Ministry. Any discounts or commissions obtained by the Successful Bidder in the exercise of such procurement responsibility shall be for the account of the Ministry.

25. Confidentiality

The Successful Bidder, their Sub-consultants and the Personnel of either of them shall not, disclose any proprietary or confidential information relating to the Project, the Services, this Contract or the Ministry's business or operations without the prior written consent of the Ministry. Except as otherwise permitted by this Agreement, neither of the parties may disclose to third parties the contents of this Agreement or any information provided by or on behalf of the other that ought reasonably to be treated as confidential and/or proprietary. Parties may, however, disclose such confidential information to the extent that it: (a) is or becomes public other than through a breach of this Agreement, (b) is subsequently received by the receiving party from a third party who, to the receiving party's knowledge, owes no obligation of confidentiality to the disclosing party with respect to that information, (c) was known to the receiving party at the time of disclosure or is thereafter created independently, (d) is disclosed as necessary to enforce the receiving party's rights under this Agreement, or (e) must be disclosed under applicable law, legal process or professional regulations.

Liquidated Damages: If the selected Consultant fails to complete the Assignment, within the period specified under the contract, the consultant shall pay to the Client, fixed and agreed liquidated damages, and not as penalty, @ 1% of the contract fees for each week of delay or part thereof. The aggregate maximum of liquidated damages payable to the Client under this clause shall be subject to a maximum of 15% of the total contract fees.

27. Liability of the Successful Bidder

The Successful Bidder's liability under this Contract shall be as provided by the Applicable Law. The Client shall not recover from the Successful Bidder, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client shall not recover from the Successful Bidder, in contract or tort, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services.

28. Insurance to be taken out by the Successful Bidder

All costs involved in taking the insurance will be borne by the Successful Bidder.

29. Reporting Arrangements

The Successful Bidder shall neither seek nor accept instructions from any authority external to the Ministry in connection with the performance of services under the Contract

30. Accounting, Inspection and Auditing

The Successful Bidder (i) shall keep accurate and systematic accounts and records in respect of the Services, in such form and detail as will clearly identify all relevant time charges and cost, and the bases thereof; (ii) shall permit the Successful Bidder or its designated representative periodically, and up to one year from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Ministry; and (iii) shall permit the Ministry to inspect the Successful Bidder's accounts and records relating to the performance of the Successful Bidder and to have them audited by auditors appointed by the Ministry.

31. Successful Bidder's Actions Requiring Ministry's Prior Approval

The Successful Bidder shall obtain the Ministry's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood

- (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Ministry prior to the execution of the subcontract, and
 - (ii) that the Successful Bidder shall remain fully liable for the performance of the Services by the Sub-consultant and its Personnel pursuant to this Contract.
- (b) extension of time period for completion of services for any reason including Force majeure.

32. Reporting Obligations

The Successful Bidder shall furnish, compile or make available at all times to the Ministry and records of information, oral or written, which the Ministry may reasonably request of the services to be performed under this contract.

Documents Prepared by the Successful Bidder to Be the Property of the Ministry

- a. All drawings, photographs, reports, questionnaires, recommendations, estimates, documents and all other data, including the Raw data, compiled or received by the Successful Bidder under this Contract shall be the property of the Ministry, shall be treated by him/her as confidential, shall be delivered only to the duly authorized officials on completion of work under this Contract or as may otherwise be specified by the Ministry under this Contract. In no event shall be the contents of such document or data are made known by the Successful Bidder to any person or organisation without written approval of the Ministry. Subject to the provisions of this Article, the Successful Bidder may retain a copy of the document produced by him.
- b. All copyright, patents and other intellectual property rights in all countries and all proprietary rights in the manuscripts, records and other materials except for the existing materials, publicly or privately owned, collected or prepared in the course of the execution of this Contract, shall become the property of the Ministry as appropriate, who shall have the right to publish the same in whole or in part, copyright and takeout patents etc. as the Ministry may determine appropriate.

33. Equipment and Materials Furnished by the Ministry

Equipment and materials made available to the Successful Bidder by the Ministry, or purchased by the Successful Bidder with funds provided by the Ministry, shall be the property of the Ministry and shall be marked accordingly. Upon termination or expiration of this Contract, the Successful Bidder shall make available to the Ministry an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Ministry's instructions. Such equipment or property when returned to the Ministry shall be in the same condition as when delivered to the Successful Bidder, subject to normal wear and tear. The Successful Bidder shall, if any event be liable to the Ministry for the loss of or damage to such equipment or property through his/her fault or negligence.

34. Successful Bidder's Personnel and Sub-consultants

In general, the Successful Bidder shall employ such qualified and experienced Personnel, as required and stated in Clause 06 (Section-6) to carry out the said study.

35. Removal and/or Replacement of Personnel

- a. Except as the Ministry may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Successful Bidder, it becomes necessary to replace any of the Personnel, the Successful Bidder shall forthwith provide as a replacement a person of equivalent or better qualifications with the prior approval of the Ministry.
- b. If the Ministry (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Successful Bidder shall, at the Ministry's written request specifying the grounds therefore, forthwith provide as a replacement of a person with qualifications and experience acceptable to the Ministry.

36. Right and remedies of Ministry

Nothing in or relating to this contract shall be deemed to prejudice or constitute a waiver of any rights or remedies of the Ministry.

The Ministry shall not be liable for any consequences of, or claims based upon any act of omission on the part of the Government

37. Payment to the consulting agency

The Successful Bidder's total remuneration shall not exceed the Contract price and shall be a fixed lump sum including all staff costs, sub consultants costs, printing, communications, travel, accommodation and the like, and all other costs incurred by the Successful Bidder in carrying out the said study.

38. Terms and Conditions for payment

- i. Monthly Payments will be made to the account of the Successful Bidder and according to the payment schedule as stated in **Section-7**.
- ii. Payments will be made by the Ministry within sixty days of its approval of the quality of the deliverable from the Successful Bidder against each milestone, as mentioned at Section-7 and on the receipt of the corresponding invoice from the Successful Bidder specifying the amount due.

39. Indemnification

- a. The Successful Bidder shall indemnify, hold and save harmless and defend at his/her own expenses the Ministry and its personnel from and against all suits, claims, demands and liability of any nature whatsoever, including without limitations, costs and expenses arising out of acts or omissions of the Successful Bidder its employees and/or agents caused by or resulting from any operations(s) conducted by or on behalf of the Successful Bidder.

- b. The Successful Bidder shall , at all times, further indemnify Ministry against any damages, cost, expenses and/or claims occasioned by any infringement(s) of Copyrights or Intellectual Property Rights (IPRs) of any third party occasioned by the services acts or commissions or omission or on behalf of the Successful Bidder.
- c. Any failure or delay on the part of any party to exercise right or power hereunder shall not operate as a waiver thereof.
- d. Neither this contract nor any rights under it may be assigned by either party without the express prior written consent of the other party. However upon assignment of the assignor's interest in this Contract, the assignor shall be released and discharged from its obligations hereunder only to the extent that such obligations are assumed by the assignee.
- e. The Successful Bidder shall at all times indemnify the Ministry against any claims which may be made under the Workmen's compensation act, 1923 or any statutory modification thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workmen, staff and agent of the Successful Bidder or to the person whether in the employment of the Successful Bidder or not
- f. The successful bidder besides furnishing performance security would also provide a bank guarantee equal to the 40% of the value of the contract which would be forfeited in case of bidder abandoning the project mid-stream.

40. Operation of the Contract

The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause 41(C) hereof.

41. Settlement of Disputes

(a) Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or the interpretation thereof.

(b) Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in Clause 41 (c).

(c) Dispute Settlement Mechanism

(I) Arbitration

Any disputes arising out of or in connection with this Contract shall be submitted to arbitration to a sole arbitrator, if attempts at settlement by negotiations and/or conciliation have failed. Selection of arbitrator shall be made by mutual consultation. The arbitrator shall give its award on the costs, which may be divided between the parties. The decision rendered in the arbitration shall constitute final adjudication of the dispute. The venue of arbitration shall be at New Delhi in India. The arbitration shall be governed by the Arbitration and Conciliation Act 1996 as amended from time to time. In any arbitration proceeding here under:

- (i) The English language shall be the official language for all purposes; and
- (ii) The decision of the sole arbitrator shall be final and binding and shall be enforceable in any court of competent jurisdiction in New Delhi and the parties hereby waive any objections to or claims of immunity in respect of such enforcement.

(II) Jurisdiction

In case of any dispute, jurisdiction shall be a court in the NCT of Delhi/New Delhi only.

(Contract for execution on Stamp Paper of s.100/-)

CONTRACT

This contract is made at Delhi on this _____ day of _____ (Month) of two Thousand Nineteen between Ministry of Culture, Government of India (hereinafter called Ministry and [name of Selected bidder] (hereinafter called Consultant/ Agency) on the other part:

Whereas the Ministry has decided to assign the task of undertaking consultancy services for Research, Documentation and Coordination work for the G20 work-stream of Culture.

The Consultant / Agency undertakes to abide by the Terms & Conditions as laid down in the Proposal document and complete the study within time-schedule prescribed in the proposal issued by the Ministry on 27th September, 2022.

IN WITNESS WHEREOF..... (Name and Designation of the Authorized representative of the Consultant/ Agency) for (Name of Consulting Firm) and Under Secretary (ICR) on behalf of Ministry of Culture hereunto have set their respective hand on the day of (month) of 2022 herein above written.

Signature..... on behalf of Consulting Firm/ Agency

Signature.....on behalf of Ministry
In the presence of Witness:

1. Name &Address

2. Name &Address