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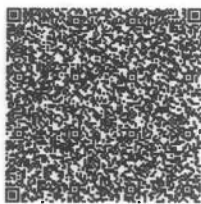
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Certificate No. : IN-DL27997670321742U
Certificate Issued Date : 08-Dec-2022 12:42 PM
Account Reference : IMPACC (IV)/ dl985503/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL98550331138869129652U
Purchased by : Indian Institute of Management Lucknow
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : Indian Institute of Management Lucknow
Second Party : MARKET XCEL DATA MATRIX PVT LTD
Stamp Duty Paid By : Indian Institute of Management Lucknow
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

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Please write or type below this line

THIS AGREEMENT is made on the 8th Dec 2022 between the Indian Institute of Management, Lucknow hereinafter called "the Institute" which expression shall, unless excluded by or repugnant to the context be deemed to include his successors in office and assigns of the one part AND M/s Market Xcel Data Matrix Pvt. Ltd. ,17, Okhla Industrial Estate , Phase III , New Delhi-110020 hereinafter called "Company/Agency/Contractor" which expression shall, unless excluded by or repugnant to the context, be deemed to include his successors, heirs, executors, administrators, representatives) and assigns of the other part for engagement of market research firms for a destination marketing project for Uttar Pradesh.

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shcilestamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

WHEREAS the Institute invited NIT No.: IIML/PUR/MRFDM/14/2022-23 dated 06/10/2022 for "Engagement of market research firms for a destination marketing project for Uttar Pradesh".

The Company submitted an offer against aforesaid tender. In, NIT No.: IIML/PUR/MRFDM/14/2022-23 dated 06/10/2022 terms and conditions were mentioned in Tender Document. All the terms and conditions forms the part of agreement and some of those relevant, as mentioned in Tender Document are reproduced below:

NOW THIS AGREEMENT WITNESSETH as follows: -

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. NIT No.: IIML/PUR/MRFDM/14/2022-23 dated 06/10/2022
 - b. Corrigendum / Addendums, if any.
 - c. Letter of Intendent / Work Order.
 - d. Acceptance of Work Order and
 - e. Any other documents forming part of the contract.
3. The Company is working for IIM Lucknow as per terms and conditions of NIT No.: IIML/PUR/MRFDM/14/2022-23 dated 06/10/2022 and the organization details are correct and up to date as on date as under:
 - I. Name of the Company/Firm : M/s Market Xcel Data Matrix Pvt. Ltd.
 - II. Telephone No. : +91-9152729850
 - III. GSTIN No. of the Firm : 07AAECM5086D1Z1
4. **Rate:** For carrying out the scope of work mentioned in this agreement/above referred NIT by the Company, the Institute will pay an amount of Rs.5,00,000/- (inclusive GST and other charges, if any) towards the fee/charges to Company as per the payment terms stated in this agreement/ tender document.

5. **Scope of Work:** The company will carry out the following scope of work for the Institute:

MARKET RESEARCH OBJECTIVES

The present study aims to assess the image of domestic tourist destinations in Uttar Pradesh. Accordingly, the rationale of this study is to measure and analyse the destination image on specific attributes of selected tourist destinations and subsequently develop insights for policy makers & practitioners. A multipronged approach is followed wherein several aspects related with the measurement and impact of perceived destination image across selected tourist destinations are explored and examined.

Objectives

1: To assess awareness and understanding of selected image attributes (cognitive and affective) motivating travellers visiting selected tourist destinations in UP

2: How do the selective destinations fare on the specific cognitive and affective destination image components?

3: What is the underlying structure (similarities) and positioning of the specific destination image attributes and selected tourism destinations?

4. Does perceived destination image vary on the basis of socio-demographic variables (gender, age, occupation, education, family income and family life cycle)?

MARKET RESEARCH METHODOLOGY

The destination image of below destination /circuit - will be evaluated in this study. The primary drivers for the choice of these destinations being- the footfall in these destinations and formation of circuits. A two-tier sampling can be used to fulfil the pursuit of the research – 1) Area sampling and 2) convenience sampling. Under area sampling Agra, Ayodha, Sarnath selected as geographical circuit. Domestic tourists will be interviewed and surveyed in these destinations through convenience sampling. The different clusters are as below:

- Group 1: Mathura, Agra, Kasganj Vrindavan Fathepur sikri
- Group 2: Jhansi, Ayodhya, Lucknow, Kanpur , charkhari mahoba, chitrakoot, kalinjar, deogarh,
- Group 3: Varanasi, Prayagraj, sonbhadra and mirzapur
- Group 4: Buddhist circle in UP

In this study, the measure for destination image includes both cognitive and affective aspects. Both cognitive and affective attributes will be finalised after conducting initial qualitative interviews as well quantitative.

Qualitative Methodology

Target Groups:

- a. Demand study: Tourists i.e. those who have been to UP as tourist in last 3 months
- b. Enabler study: Hoteliers, tour operators and senior tourism personnel in the cities/circuits under consideration

Methodology:

- a. Tourists will be called for a focus group discussion. This can be an online Group discussion. The aim is to understand their motivations as well as their perception towards various destinations in UP in order to identify tangible and intangible factors i.e. cognitive and affective aspects, driving their decision-making process. One Focus group comprising 5-6 customers will be met online. The agency will be provided with support from UP tourism in case they need their assistance to identify respondents. However, the conduct of the interview and moderation task will need to be handled by the agency. This should be the first step as the quantitative study instruments will be developed based on this understanding.
- b. Enabler study will be conducted in the selected cities and geographical clusters. The people who will be met in the study are enablers or actual decision makers in the supply side of tourism industry in the clusters/circuits identified. This part of the qualitative study can be undertaken in parallel to the quant study.

Sample size:

- a. Demand study: 1 Focus group covering SEC A Males and females (Mixed group) who have travelled to UP in last 3 months for holiday purposes only and is not a native of that city
- b. Enabler study: 5 interviews will be conducted in each of the geographical (5 interviews in each city cluster/circuit). The detailed list of cities and circuits will be shared with study partner at a later date. A total of 20-24 in depth interviews will be covered in the study

Qualitative deliverables:

- a. Demand study: The research firm shall submit the transcript of the FGD conducted
- b. Enabler study: The research firm shall submit transcripts and content analysis of the interviews conducted

Quantitative Methodology**Target Group**

- a. Income class: Top 15% of Urban India i.e. SEC A & Some SEC B
- b. Age Group: 18-59 years.
- c. Purpose of travel: Leisure – Family (joint, nuclear or couple) or Solo with friends or alone for leisure, religious/pilgrimage, recreation
- d. Usage criteria: Two sub-segments will be identified and interview. They should fulfil the above criteria and also have met the following usage criteria:
 - i) Recent Travellers: Travelled to one of the following cities in UP for holiday at least for 4-5 days preferably in last 1 year (If found difficult to identify due to pandemic, we may increase the time period to 1.5-2 years): Agra, Ayodhya, Chitrakoot, Jhansi, Kanpur, Lucknow, Mathura, Prayagraj, Sarnath and Varanasi.
 - ii) Avid Travellers: Those who travel within India quite extensively. Their total holidays spent in a year should be at least 10 days per year for the last 3 years (we may relax the criteria for last two years due to pandemic but at least for 2019, they must have holidayed for at least 15 days in one single holiday or holidays totalling 15 days.

Sample size Proposed:

Sample Size	Recent Travellers to UP	Avid Travellers within India
South India TN/Kerela/AP	250	250
West India Gujarat/Maharashtra	250	250
East India Orissa/West Bengal	250	250
Total Sample	750	750

Total sample size will be 1500.

Sampling procedure:

The marketing research agency should be conducting these interviews. They will recruit the respondents and check if they are found qualified for full survey. The filled surveys should be validated for respondent attentiveness and veracity. Care should be taken to remove mechanised response sheets and any respondent biases. Back check/accompaniment or any other quality control procedure needs to be developed and implemented unless the survey methods suggested is not amenable to such quality control interventions. These need to be clarified upfront in the proposal.

Quantitative deliverables:

While the survey instrument i.e. questionnaire will be provided by IIML, the detailed sampling methodology, sample identification, selection and administration will be of the selected Marketing research agency. The agency shall explain the methodology and the steps they recommend in their proposal. The same shall be followed by the selected research agency. Special attention needs to be given for quality control to improve veracity and reliability of data.

The research agency will submit the raw data in SPSS file format as well as analysis tables based on the analysis plan to be provided by IIM Lucknow. These will be one time outputs. Not additional analysis will be sought.

Duration of fieldwork:

- a. Qualitative study to be completed in 2 weeks (within first week, the demand study with consumers needs to be shared to enable quantitative instrument design.
- b. Quantitative study in 4 weeks consisting of data collection to data analysis table submission
- c. IIM Lucknow team will provide data collection instruments and sampling guidelines

TERMS & CONDITION:

1. The contract will be as treated as completed on the successful submission of the deliverables as mentioned in the scope of the document. The total period assumed to be 2 months.
2. The Contractor shall not appoint any sub-Contractor to carry out any obligations under the contract or sub- let the contract.
3. **Payment Terms** - The 75% payment of professional fees for the project will be released based on the progress of the work and balance 25% payment after its presentation to UP Tourism Department. First 25% payment will be made on award of the contract. The second 25% payment will be made based on the work progress which includes a 2-week deadline from the start of the project to submit the qualitative data and analysis. The third 25% instalment will be paid based on the progress with a 4-week deadline for submission of quantitative data and analysis. Payments will be made through ECS/ NEFT on regular basis after submission of the bills for the completed services. Taxes like GST etc. will be paid as per Govt. norms. No advance payment(s) will be made. On receipt of the Final payments, the Bidder shall furnish a "No Claim Certificate" to IIMLucknow.

4. **Non-disclosure of Contract documents:** Except with the written consent of IIM Lucknow, other party shall not disclose or share any contract/ provision, specification, plan, design, pattern, sample or information about the institute thereof to any third party.
5. **Performance Security/Security Deposit:** On issue of the work order, the successful bidder shall Deposit Security an amount equal to 10% of the contract value in the form of DD/FD/BG from any scheduled bank in favour of 'Indian Institute of Management Lucknow' payable at Lucknow. The validity of FDR/ BG shall be equal or more than the period of contract plus 60 days. This Security Deposit may, at the option of the IIM Lucknow be forfeited in the event of the contractor's failure to fulfil any of the obligations under the contract / agreement. The security deposit shall be refunded by IIM Lucknow to the contractor after 60 days of the expiry or termination of the contract. The security deposit shall not carry any interest. It is distinctly understood that the IIM Lucknow shall be entitled to appropriate all dues and/or expenses that will be due and payable by the contractor to IIM Lucknow under the items hereof, and/or result of IIM Lucknow suffering or incurring any damages and/or extra expenses by employing any services to IIM Lucknow consequent to the failure of the contractor to discharge the said services and/or any part or parts thereof to the satisfaction of IIM Lucknow without prejudice to its right against the contractor for damages under the Law, and that shall be recovered from contractor's monthly bill and/or security deposits.
6. **Penalty Clause:** For non-adherence of terms & condition specified in tender document a penalty up to **Rs.5000/- per occasion** may be levied after the approval of Director, IIM Lucknow. The Firm shall be responsible for the faithful compliance of the provisions of the work order. Any breach or failure to perform the same may result in termination of the work order contract as well as other legal recourse. Any misconduct/misbehaviour on the part of manpower deployed by the firm will not be tolerated and such person will have to be replaced immediately upon instructions from the Institute. The decision of the Director IIM Lucknow in all cases shall be final and binding.
7. **Termination of Contract:** IIM Lucknow shall have the right to terminate this Contract in part or in full in any of the following cases: -
 - (a) The agreement may be terminated in whole or in part, by Institute in the event of a material breach by successful bidder that is not cured within seven (7) days of notice from the institutes.
 - (b) In case, the successful bidder / the agency whom contract is awarded, does not meet the timelines, as mentioned in the scope of work without valid reasons, the Institute / IIM Lucknow reserves the right to terminate the contract and get the work done at the cost of the successful bidder. In such scenario, the Security Deposit may be forfeited and if required, the bidder may be blacklisted.
 - (c) In addition to the above, either Party may terminate this Agreement if the other Party (a) admits in writing its inability to pay its debts generally as they become due, or (b) makes an assignment for the benefit of its creditors, or (c) institutes or consents to the filing of a petition in bankruptcy, whether for reorganization or liquidation, under federal or similar

applicable state laws, or (d) is adjudged bankrupt or insolvent by a court having jurisdiction, then in any of such events, the other Party may, by written notice, immediately terminate this Agreement, without further liability to the other Party, except to produce or pay all accrued payments.

8. **Notices:** All notices, requests, demands or communications required hereunder shall be in writing inclusive of electronic means as recognized by IT Act 2000 (including any statutory modifications thereof) and shall be deemed to have been given or made (a) if by mail when deposited in the mail by certified mail, postage prepaid return receipt, requested at its address set forth on the signature pages hereto (b) if by telecopy when sent by used telecopy to the telecopy number set forth on the signature page hereto provided. Either Party may change its address or telecopy number for notice, by providing notice to the other Party of such change in the manner and within such time as provided herein.
9. **Intellectual Property Rights (IPR): -**
 - a) The Bidder undertakes not to, in any manner, claim all or any part of the IPR or commercially exploit all or any of the proprietary rights generated and developed by IIM Lucknow as vested whether trademarked, copyrighted or not.
 - b) The Bidder acknowledges that all IPR relating to the entire content of the existing IIM Lucknow website, and all the output relating to the service belongs to and vests exclusively with IIM Lucknow and under no circumstances whatsoever the Bidder shall claim all or any rights proprietary or otherwise over all or any portion of the IPR belonging to IIM Lucknow.
10. **Work made for hire:** The Bidder expressly acknowledges that the material contributed by it hereunder, and its services hereunder, are being specially ordered and commissioned by IIM Lucknow for use in connection with the service. The work contributed by the Bidder hereunder shall be considered a "work made for hire" as defined by the copyright laws. IIM Lucknow shall be the sole and exclusive owner and copyright proprietor of all rights and title in and to the results and proceeds of the Bidder's services hereunder in whatever stage of completion. If for any reason the results and proceeds of the Bidder's services hereunder are determined at any time not to be a "work made for hire", the Bidder hereby agrees to irrevocably transfer and assign to IIM Lucknow all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto.
11. **Data Security:** The Bidder shall use inputs provided by IIM Lucknow solely for performing its obligations under this Contract, and will not, at any time, transfer, save, download, print, disclose, or in any other way uses the inputs other than as directly required for the provision of the services under this Contract or as directed by IIM Lucknow in writing.
12. **Force Majeure:** Neither Party shall be liable for damages for any delay or failure to perform its obligations hereunder, if such delay or failure is due to causes beyond its control or without its fault or negligence, including, without limitation, riots, wars, fires, epidemics, lack of human or material resources, quarantine restrictions, unusually severe weather, earthquakes, explosions, acts of god or state or any public enemy, or acts mandated by any applicable laws, regulation or order (whether valid or invalid) of any governmental body. If a force majeure event occurs the affected Party shall inform the

other Party promptly and will use reasonable efforts to mitigate adverse effects and to resume performance as soon as practicable. Should the force majeure event extend beyond fifteen (15) days either Party shall have the right to terminate the Contract upon immediate written notice without any penalty or liability. However, the existing liabilities of the Parties and the IIM Lucknow's payment obligations for services successfully performed, provided the same is not affected by a force Majeure event, shall remain and not be affected by the force majeure event.

13. **Confidentiality**: Both the Parties hereby undertake that under no circumstances whatsoever they shall disclose any of the Terms of this Contract and all or any Confidential Information belonging to the other party like financial plans, business plans, and others, declared confidential to which they might have access during the association with one another in terms of this Contract, except to the extent that is already in public knowledge/ domain. The Confidential Information as hereinabove detailed shall not be disclosed during the subsistence of this Contract and thereafter for a period of five years from the date of termination of this Contract for whatever reason.
14. **Indemnification**: The Agency, irrevocably, and unconditionally here by indemnifies and undertakes to keep the Institute and /or its Directors, officers, employees, agents, and representatives, for all times from and against all charges, cost, losses, claims, demands, and liabilities, obligations, suits, judgments, penalties, proceedings, precautions, litigations, or actions, financial or otherwise, at law or equity, including the expenses of defending any claim of liability by any third party, and from and against all actual damages sustained, whatsoever, whether past, or current suffered or incurred by the Institute and/ or its Directors, officers, employees, agents, and representatives due to reasons of:
 - a) Breach, misconduct, omissions, misrepresentation or
 - b) Negligence on the part of Agency and or its directors, employees, in the performance of the services including but not limited to any claim/third party claim arising out of improper or illegal use or adoption or invasion or infringement of the copyright or intellect property right and violation of confidentiality obligations.
 - c) Act detrimental to the interest and reputation of the Institute.
15. **Arbitration**: In event of any dispute or difference arising out of or in connection with the Contract including the interpretation of its clauses or any other matter arising out of the Contract between the Parties, the same shall be resolved by mutual discussion and if any dispute or difference arising out of this Contractor interpretation of the Contract or any other matter related to it. If the contract still remains unresolved; it shall be then referred to the Sole Arbitrator who shall be appointed by the Director, IIM Lucknow alone and the arbitral proceedings shall be conducted strictly in accordance with the Arbitration and Conciliation Act, 1996, as amended up-to-date (including the statutory modifications thereof). The place of conducting Arbitration / seat of Arbitration shall be Lucknow, Uttar Pradesh and the arbitral proceedings shall be conducted in English language only. The cost of arbitration shall be shared equally by both the parties and the decision/ interim orders passed by the Sole Arbitrator shall be final and binding on both the Parties.
16. Other terms and conditions will be as per the NIT No.: IIML/PUR/MRFD/14/2022-23 dated 06/10/2022 and Work Order No. IIML/PUR/GEN/176/2022-23 dated 29/11/2022.

On behalf of the
M/s Market Xcel Data Matrix Pvt. Ltd.
17, Okhla Industrial Estate, Phase III,
New Delhi-110020



Signature
Mr. Ashwani Arora, Executive Director
The Contractor
Date: 8/12/2022
Witness: [Signature]

On behalf of the
IIM Lucknow
Prabhand Nagar,
IIM Road , Lucknow-226013

Signature
Name/Status
The Institute
Date:
Witness: