

2023

Adopt a Heritage Scheme



Sun Temple, Martand (Jammu & Kashmir)



**MINISTRY OF CULTURE
GOVERNMENT OF INDIA**

“Adopt a Heritage 2.0”

‘Apni Dharohar, Apni Pehchaan’

**A PROGRAMME FOR DEVELOPMENT OF AMENITIES AT CENTRALLY
PROTECTED MONUMENTS & SITES**

JUNE 2023

DRAFT PROGRAMME GUIDELINES

Contents

Contents	3
1 Definitions	6
2 Group of Amenities	7
3 Background	9
4 Legal Basis, Mission Statement & Objectives	9
4.1 Legal Basis	10
4.2 Mission Statement	10
4.3 Objectives	10
5 Programme Approach	11
5.1 Indicative groups of amenities under the Programme	11
5.1.1 Hygiene related amenities	11
5.1.2 Accessibility related Amenities	11
5.1.3 Safety and Security related amenities.....	12
5.1.4 Knowledge related amenities.....	12
5.2 Smārak Sārathī / Smārak Sāthī	12
5.2.1 Semi-Commercial Amenities.....	13
5.2.2 Account Monitoring	14
5.3 Termination	14
5.3.1 Termination of MoU by ASI	14
5.3.2 Termination of MoU by Smārak Sārathī /Smārak Sāthī.....	15
5.4 Non-compliance of Section 135 of The Companies Act, 2013	15
5.5 Settlement of Disputes	15
5.6 Project Duration	16
5.7 Feedback Mechanism	16
5.8 Completion Certificate	16
5.8.1 Provisional Certificate	16
6 Management Structure	17
6.1 Directions and Oversight Committee	17
6.1.1 Committee Composition	17
6.1.2 Indicative Roles & Responsibilities	17

6.2 Approval & Implementation Committee	17
6.2.1 Committee Composition.....	17
6.2.2 Indicative Roles & Responsibilities	18
6.3 Selected Smārak Sārathī / Smārak Sāthī	18
6.3.1 Indicative Roles & Responsibilities.....	18
6.4 Project Management Consultant	19
6.4.1 Indicative Roles & Responsibilities.....	19
7 The Programme Process	20
7.1 Kacchā Chitṭhā.....	20
7.2 Letter of Intent (LoI).....	20
7.3 Presentation – cum – Competitive Bidding	20
7.3.1 Need Gap Analysis	21
7.3.2 Implementation Plan.....	21
7.3.3 Criteria for evaluation of proposal.....	22
7.3.4 Additional Criteria for selection of Smārak Sārathī/ Smārak Sāthī	22
7.3.5 Announcement of selected Smārak Sārathī/ Smārak Sāthī	22
7.3.6 Plan of Action/ Comprehensive Plan.....	22
7.3.7 Guidelines for Branding of 'Smārak Sārathī/ Smārak Sāthī'	23
7.4 Pakka Chitṭhā	24
7.4.1 Sustainable Operation & Maintenance (O&M) for the adopted CPMS	25
7.4.2 Operation & Maintenance (O&M) Plan.....	25
8 Programme Process Timeline.....	26
9 Memorandum of Understanding.....	27
10 ANNEXURE 1: Rent for CPMS as per category.....	28
11 ANNEXURE 2: Memorandum of Understanding Template	29
a) DEFINITIONS	29
b) GROUP OF AMENITIES	30
c) NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:	33
d) DURATION OF MEMORANDUM OF UNDERSTANDING (MoU)	33
e) FEEDBACK MECHANISM.....	34
f) FINANCING AND SCHEDULING	34
g) SEMI COMMERCIAL AMENITIES – REASONABILITY OF RATES AND STANDARD OF SERVICES	34
h) ACCOUNTING PROCEDURE FOR SEMI-COMMERCIAL AMENITIES.....	35

i) ACCOUNT MONITORING	35
j) FORCE MAJEURE.....	35
k) ENFORCEMENT OF GUIDELINES	36
l) TERMINATION	36
i. Termination of MoU by ASI	36
ii. Termination of MoU by Smārak Sārathī / Smārak Sāthī.....	36
m) NON-COMPLIANCE OF SECTION 135 OF THE COMPANIES ACT, 2013	37
n) COMPLETION CERTIFICATE	37
o) PROVISIONAL CERTIFICATE.....	37
p) SETTLEMENT OF DISPUTES.....	37
q) MANAGEMENT STRUCTURE	38
i. Committee Composition	38
ii. Indicative Roles & Responsibilities.....	38
i. Committee Composition	39
ii. Indicative Roles & Responsibilities.....	39
i. Indicative Roles & Responsibilities.....	40
i. Indicative Roles & Responsibilities.....	40
r) GOVERNING OF LAW JURISDICTION	40
s) INDEMNITY CLAUSE.....	41
t) PUBLICITY & AWARENESS.....	41
12 ANNEXURE 3: Pakka Chitṭhā.....	42
13 ANNEXURE 4: Work Schedule for <Name of the Monument> located in <Name of the State>.....	44
14 ANNEXURE 5: Quarterly Progress ReportSection 1: General Information.....	46
15 ANNEXURE 6: Proposed Branding Requirement for Name of the monument located in Name of the State	48

Adopt a Heritage 2.0

1 Definitions

- a) *Divyang* – Differently-abled users/visitors to the centrally protected monuments and sites
- b) *Smārak Sāmathī* – a partner who intends to take up all group of amenities at the CPMS with its end-to-end implementation, as proposed in the *Kacchā Chitṭhā* by ASI
- c) *Smārak Sāthī* – Any private/ public sector company/ trust/ NGO/ society that has been selected by ASI for the Adopt a Heritage 2.0 programme and who intends to provision for at least one group of amenities or any amenity from its expansion but less than all the four group of amenities at the adopted CPMS
- d) *Kacchā Chitṭhā* – A document (monument and site-wise) reflecting gaps and needs for each CPMS prepared after due assessment at the field along with a tentative costing for every required/identified component.
- e) *Pakka Chitṭhā* – a partner who intends to take up less than all group of amenities at the CPMS (as proposed in the *Kacchā Chitṭhā* by ASI)
- f) In the context of this document, "*Development*" means the activities which involves construction, upgradation, refurbishments of amenities related to the centrally protected monuments/ sites in general and visitors in particular
- g) In the context of this document, "*Provide*" means the activities which

- h) "*Visitor amenities*" mean various essential and experiential tourist facilities meant to be provided for the tourist. For the convenience of understanding the four groups of amenities listed in Section 2 (Group of Amenities) are envisioned as per programme guidelines
- i) "*Centrally Protected Monuments and Sites (CPMS)*" mean any ancient monuments or archaeological sites of national importance protected by the Central Government as per the Ancient Monument Archaeological Sites and Remains Act, 1958 and corresponding states' acts related to it

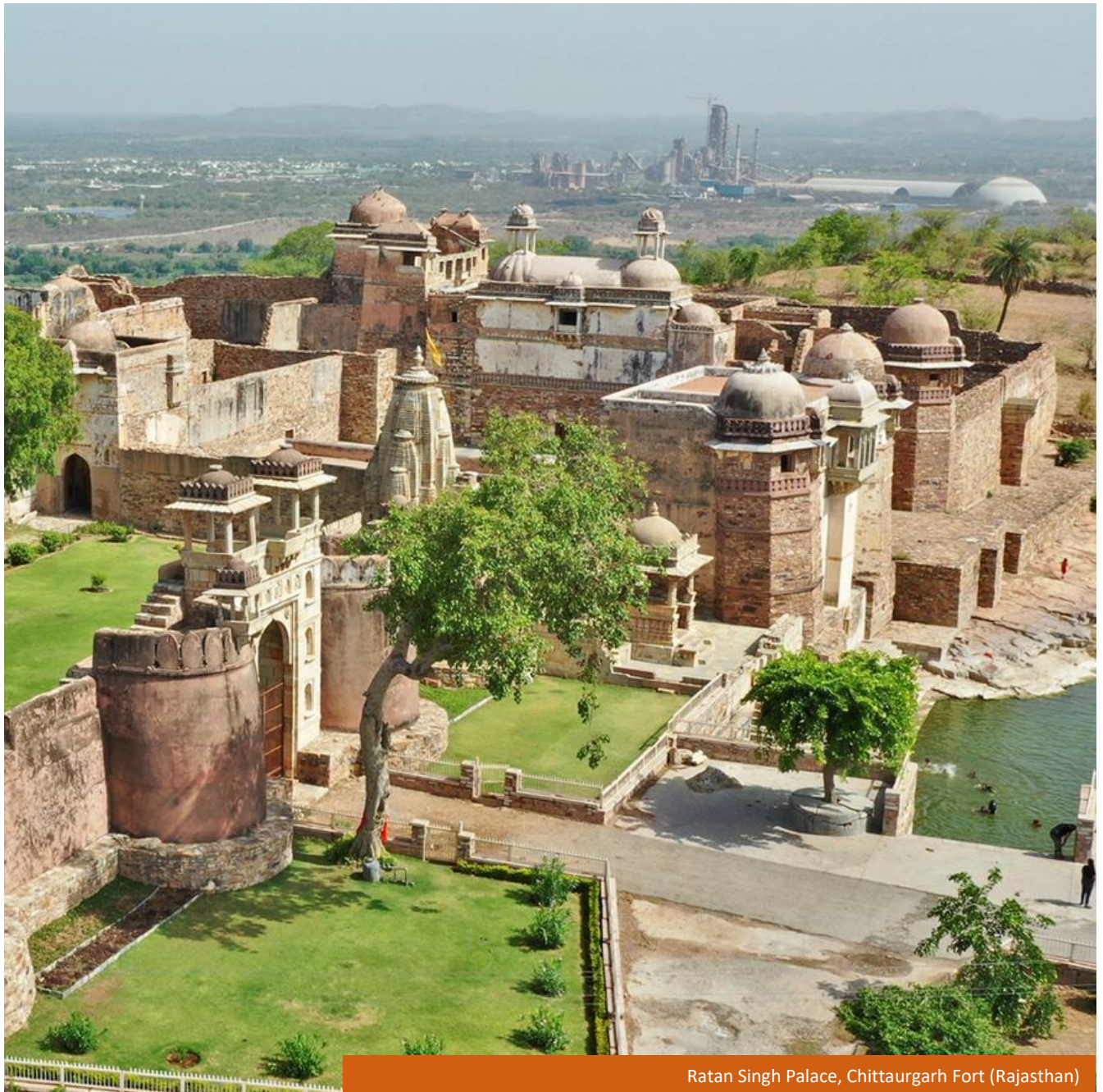


Buddha in Dharmachakra Pravartana Mudra
(Sarnath)

2 Group of Amenities

S. No.	Group of Amenity	Name of Amenities	Expansion of amenity	Requirement
1	Hygiene	Toilets	Male	Develop, Operate and Maintain
			Female	Develop, Operate and Maintain
			Differently abled (<i>Divyang</i>)	Develop, Operate and Maintain
		Drinking Water	Water Fountains/ Dispensers/ ATMs/ Kiosks	Develop, Operate and Maintain
		Baby Care Room		Develop, Operate and Maintain
		Waste Management	Garbage bins	Provide, Operate and Maintain
			PET crushing machine	Provide, Operate and Maintain
			Shoe cover	Provide, Operate and Maintain
2	Accessibility	Approach Pathway with tactile strip		Develop, Operate and Maintain
		E-rikshaw/ferry/e-carts		Provide, Operate and Maintain
		Barrier free access	Ramps	Develop, Operate and Maintain
			Wheelchairs	Provide, Operate and Maintain
			Lifts (in lieu of non-feasible ramps)	Develop, Operate and Maintain
		Signage	CNB (multilingual including Braille version)	Provide, Operate and Maintain
			Directional	Provide, Operate and Maintain
		Wi-Fi Facility		Provide, Operate and Maintain
		Parking		Develop, Operate and Maintain
		Soft Landscape		Develop, Operate and Maintain
3	Safety	First Aid (including lifesaving jacket)		Provide, Operate and Maintain
		CCTV surveillance		Provide, Operate and Maintain
		Lighting & Illumination	with Green DG Sets	Provide, Operate and Maintain
			Renewable source of energy	Provide, Operate and Maintain
		Cloak room		Develop, Operate and Maintain
4	Knowledge	Sales Counter	Souvenir	Develop, Operate and Maintain

S. No.	Group of Amenity	Name of Amenities	Expansion of amenity	Requirement
			Publication	Develop, Operate and Maintain
			Cafeteria	Develop, Operate and Maintain
		Interpretation tools	Audio Visual/Multimedia Room	Develop, Operate and Maintain
			Audio Guide/App Based Guide	Develop, Operate and Maintain
		Cultural/ Light & Sound Show		Develop, Operate and Maintain



Ratan Singh Palace, Chittaurgarh Fort (Rajasthan)

3 Background

India has always been well-known for its rich cultural heritage. Its glorious past and cultural diversity makes it one of the world's most prominent destinations, attracting lakhs of visitors each year. India's rich heritage is distinctly reflected in its numerous historical sites and monuments such as palaces, temples, tombs, forts, etc.

Government of India has taken several initiatives to preserve the great cultural wealth of the nation. This is evident from the ample provisions in the Constitution of India to safeguard and protect the Indian heritage. In respect of the heritage sites in the country, it was observed that they are facing challenges primarily related to the creation and operation and maintenance of the various infrastructural and service assets.

There is a need to develop a robust mechanism for the provision of basic and advanced amenities at the sites. To achieve this, a project 'Adopt a Heritage' was launched in 2017 as collaborative effort by the Ministry of Tourism, Ministry of Culture, Archaeological Survey of India, and State/ UTs Government with the objective of ensuring quality and inclusive provision of amenities and facilities across heritage, natural, and tourist sites through active participation of private and public sector organizations and individuals. These organizations were designated as Monument Mitras (MMs) and were required to utilize their CSR funds to develop, upgrade, operate & maintain the amenities and facilities at the heritage, natural and tourist sites across India. The project also aimed to increase awareness of these incredible treasures via innovation and technology interventions. Monument Mitras

were expected to prepare and submit a vision document for the heritage site that they intended to adopt.

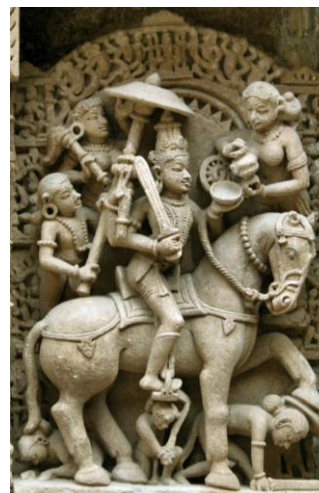
The project was thus supply-driven and faced a few challenges during its implementation.

The 'Adopt a Heritage 2.0' programme is envisioned by Archaeological Survey of India (ASI)/Ministry of Culture to collaborate with the private/ public sector companies/ Trusts/ NGOs/ Societies etc.

In addition to being user-friendly, it will streamline the processes and adhere to the provisions of Ancient Monument and Archaeological Site and Remains (AMASR) Act 1958.

It aims to develop groups of amenities at Centrally Protected Monuments and Sites (CPMS) to enhance visitor experience and consequently, contribute to the economic development of theregion.

ASI envisages to create a mechanism for engaging private players to provide, develop, and maintain various amenities at CPMS of national importance.



Kalki Image, Rani Ki Vav, Patan (Gujarat)

4 Legal Basis, Mission Statement & Objectives



Sun Temple, Konark

4.1 Legal Basis

Section 15 of Ancient Monument and Archaeological Site and Remains (AMASR) Act 1958, empowers the Director-General, ASI to take voluntary contributions which reads:

"The Director-General may receive voluntary contributions towards the cost of maintaining a protected monument and may give orders as to the management and application of any funds so received by him: Provided that no contribution received under this section shall be applied to any purpose other than the purpose for which it was contributed."

4.2 Mission Statement

Adopt a Heritage 2.0 will be a sustainable CSR programme for public/private entities to partner with ASI in providing, developing, and maintaining visitor amenities in monuments of national importance.

4.3 Objectives

The Archaeological Survey of India (ASI) in collaboration with the private/ public sector companies/ trusts/ society/NGOs etc. through their CSR funding intends to provide, develop, and maintain 'amenities' at CPMS of national importance to enhance the visiting experience with a view to make them visitor friendly and give an impetus to the economic development of the region.

The objectives of the programme are:

- To develop visitor enabling infrastructure in and around- centrally protected monuments and sites.
- To create, develop, provide, and maintain amenities in the monuments and sites protected by ASI as monuments of national importance to enhance visitor experience
- To promote cultural and heritage value of the nation while creating social awareness for the same
- To generate employment opportunities and support livelihoods of Local communities at the heritage and touristsites
- To provide avenue to the private sector to partner with the government for promotion of India's rich heritage through the vehicle of CSR

5 Programme Approach

At present, ASI protects 3,696 ancient monuments and archaeological sites across India, including the 24 cultural world heritage properties. All these provide a basis to the sheer richness, variety, and cultural diversity of India. These monuments and sites attract lakhs of domestic and international visitors each day.

5.1 Indicative groups of amenities under the Programme

Currently, many Centrally Protected Monuments and Sites (CPMS) lack basic amenities and facilities. To tap the true potential of these monuments and sites, it is necessary to provide such amenities including safety and security for visitors, and allow their adaptive reuse through illumination, VR & AR interpretation centers etc. At the same time, it is to be ensured that these interventions are within permissible guidelines of the ASI.

The CPMS shall be provided with a group of world-class amenities required to enhance visitor's experience, and to ensure their overall development. Provision of adequate amenities can augment the popularity of the place; and facilitate repeated visits and publicity through word of mouth.

A four-pronged framework of the amenities has been conceived with a view to promote overall development of the centrally protected monuments and sites. It is proposed to assess, analyze, and provide the amenities under the following groups:

- Hygiene
- Accessibility
- Safety
- Knowledge

This four-pronged framework is indicative and can be further expanded to accommodate any related or associative amenities not foreseen at this juncture.

5.1.1 Hygiene related amenities

Water, sanitation, and hygiene are the basic needs of a civilized lifestyle. Hygiene-related amenities shall ensure provision of safe and potable drinking water and adequate sanitation facilities at CPMS and its surrounding areas. This group covers the following amenities:

S. No.	Hygiene related Amenities	Sub-categories
1	Toilets	Male
		Female
		Differently abled (<i>Divyang</i>)
2	Drinking Water	Water Fountains/ Dispensers/ ATMs/ Kiosks
3	Baby Care Room	
4	Waste Management	Garbage Bins
		PET crushing machine

5.1.2 Accessibility related Amenities

Accessible monuments allow **all** visitors to safely enjoy and appreciate the historical wonders of India, irrespective of age, gender, ethnicity, religion, or physical and mental abilities. The group of amenities under 'Accessibility' aims to provide barrier-free, seamless access to the CPMS. Its components include the following:

S. No.	Accessibility related Amenities	Sub-categories
1	Approach Pathway with tactile strip	
2	E-rickshaw/ ferry/ e-carts	
3	Barrier-free Access	Ramps
		Wheelchairs
		Lifts (in lieu of non-feasible ramps)

4	Signage	Cultural Notice Board (multilingual including Braille version)
		Directional
5	Wi-Fi Facility	
6	Parking	
7	Soft Landscape	

5.1.3 Safety and Security related amenities

Safety and security are paramount for ensuring a wholesome experience of the visitors of the CPMS. This group of amenities covers safety and security components as listed below:

S.no.	Safety and Security related Amenities	Sub-categories
1	First Aid (Including lifesaving jacket)	
2	CCTV surveillance	
3	Lighting & Illumination	With Green DG Sets
		Renewable source of energy
4	Cloak Room	

5.1.4 Knowledge related amenities

This group of amenities captures components that help in disseminating information related to the CPMS and their cultural and historical significance in an interactive and innovative way. This will be done through multimedia and AR/VR technologies. The Knowledge related amenities are as follows:

S.no.	Knowledge related Amenities*	Sub-categories
1	Interpretation Center	Audio Visual/Multimedia Room
		Audio Guide/App Based Guide

S.no.	Knowledge related Amenities*	Sub-categories
3	Sales Counter	Souvenir
		Publication (For sale of approved materials and ASI publications)
4	Cafeteria	
5	Cultural/ Light & Sound Show	

All these developmental activities for enhancement of the amenities at the CPMS shall be in accordance with the provisions prescribed under the Ancient Monument and Archaeological Site and Remains (AMASR) Act 1958 and its rule 1959 and within permissible guidelines of the ASI.

5.2 Smārak Sārathī / Smārak Sāthī

The programme envisages providing access to centrally protected heritage monuments and sites to private and public sector companies/trusts/society/NGOs etc. for the development, provisioning, operation, and maintenance (O&M) of amenities.

While the private and public sector companies shall utilize their CSR funds (as per the section 135 of Company Act 2013), trusts, societies and NGOs may participate in the programme by their voluntary contribution.

The mode of CSR expenditure can be through Trusts/ Societies/ Section 8 Company set up by the Company itself, directly by company, and by Trust/ Societies set up by Central or State Government or entities for the purpose of CSR activities. Capital Investment Plan will be further divided into two categories:

- a) Developing an amenity involving a civil construction, called Amenity-civil, for example toilets, etc. at the adopted CPMS

- b) Provisioning an amenity not involving civil construction, called amenity-non-civil, installation of water cooler, etc. at the adopted CPMS

The organizations successfully selected through the process of 'Competitive Bidding' for the programme would be known as "Smārak Sārathī / Smārak Sāthī".

"Smārak Sārathī" will be the partner who intends to provision for all four group of amenities at the adopted CPMS with its end-to-end implementation including O&M.

"Smārak Sāthī" will be the partner who intends to provision for at least one group of amenities or any amenity from its expansion but less than all the four group of amenities at the adopted CPMS

In case the selected "Smārak Sāthī" wishes to opt for amenities listed under Knowledge group like Souvenir Kiosk, Publication counter, cafeteria and Cultural/ Light & Sound Show which entails collection of fees/charges, preference will be given to the one who:

- a) provisions maximum number of amenities, and
- b) undertakes end-to-end operation & maintenance for maximum number of existing and proposed amenities at the adopted CPMS.

The organization may partner with ASI to develop, provision, operate and maintain:

- i. All groups of amenities at a single monument, or
- ii. Selected amenities at single/ multiple monuments

The selection of Smārak Sārathī / Smārak Sāthī shall be undertaken monument-wise.

The indicative roles and responsibilities of Smārak Sārathī / Smārak Sāthī are listed in guidelines.

5.2.1 Semi-Commercial Amenities

To ensure active participation and maintenance of selected knowledge related amenities, the Smārak Sārathī / Sāthī would be given extra provision to work on a semi-commercial model for sustenance of their financial resources towards that activity.

Some of the amenities proposed under the Knowledge Group would be known as **semi-commercial amenities** and would be implemented subject to approval from Approval & Implementation Committee. A dedicated bank account would be opened for receipt of rent for Cafeteria, Souvenir/ Publication Kiosks, and revenues from Light & Sound Show and from Interpretation Center (if any). The revenue thus collected would be utilized to sustain, develop, operate, and maintain the adopted CPMS.

It shall be noted that rent for space will be charged for revenue generating amenities as mentioned in Annexure 1. Also, with reference to the Light & Sound Show, 80% of the total seats for each show should be priced below INR 200.

5.2.1.1 Accounting Procedure for Semi - Commercial Amenities

- i. *Opening of Account:* Smārak Sārathī / Smārak Sāthī shall open and operate a dedicated bank account for the programme before commencing any commercial activity within the CPMS premises and share the account details with ASI within 7 days of opening the account.

- ii. *Revenue Collection:* All rent for Cafeteria, Souvenir/Publication Kiosks and revenues from Light & Sound Show and Interpretation Center (if any) as approved by the Approval & Implementation Committee shall be deposited in this dedicated account only. The accrued residual interest, if any, shall also be retained in this account.
- iii. *Profit Utilization:* The funds thus collected in the dedicated account would be utilized to sustain, develop, operate, and maintain the adopted CPMS only and not to recover any capital expenditures. The Smārak Sārathī/ Smārak Sāthī would be required to submit quarterly progress reports that would clearly indicate the detailed breakup of capital costs and O&M costs. They would also be required to submit the bills to support the expenses. Any surplus funds post operation and maintenance may be deployed for future development of amenities only with prior approval of Approval & Implementation Committee.
- iv. In case of termination or completion of MoU tenure or discontinuation of Smārak Sārathī / Smārak Sāthī post MoU tenure, balance / surplus revenue in the account (if any) would be required to be transferred to ASI and would continue to be deployed for sustaining operation and maintenance activities and developmental activities of the opted CPMS.

5.2.2 Account Monitoring

The Smārak Sārathī/Smārak Sāthī shall produce a statement of accounts duly certified and signed by Chartered Accountant empaneled by CAG on half-yearly basis. Chartered Accountant shall certify in writing that "the funds have been utilized solely to develop, operate, maintain, and sustain the activities at the adopted CPMS and not for recovery of capital expenditures or other costs".

5.3 Termination

Both ASI and Smārak Sārathī / Smārak Sāthī may terminate the MoU for convenience. If the MoU is terminated by either party, steps shall be taken to ensure

that the termination does not affect any prior obligation, project, or activity already in progress.

5.3.1 Termination of MoU by ASI

ASI may terminate the MoU for convenience by providing prior one month's written intimation to Smārak Sārathī/ Smārak Sāthī. Save as otherwise provided in this document, if any of the defaults specified below have occurred, and the Smārak Sārathī/ Smārak Sāthī fails to cure the default within 15 days, they shall be deemed to be in default of these guidelines. The defaults referred to herein shall include the following:

- a) *Violation of AMASR Act of 1958 and its amendments:* Ancient Monuments and Archaeological Sites and Remains Act (AMASR) enacted by the Parliament in 1958 provides for the preservation of ancient and historical monuments and archaeological sites and remains of national importance, for the regulation of archaeological excavations and for the protection of sculptures, carvings, and other like objects. Smārak Sārathī / Smārak Sāthī shall, at all stages of the programme, abide by the provisions of the Act. Failure to do so shall result in violation of the Act.
- b) *Violation of Programme Guidelines:* Smārak Sārathī / Smārak Sāthī shall be compliant with the Adopt a Heritage 2.0 programme guidelines at all stages. Unless approved by the Approval and Implementation Committee, no variation in the guidelines shall be permitted.
- c) *Acts of Vandalism:* Any destruction or damage caused to CPMS is a punishable offence under the Indian Penal Code 1860. Acts of vandalism on the account of Smārak Sārathī / Smārak Sāthī at any stage of the programme shall be considered as a default and breach of the MoU.

- d) *Plan of Action*: If the timeline provided in the Plan of Action is not abided, or if the required documents are not submitted.
- e) *Breach of guidelines for Promotional Material*: If the Smārak Sārathī / Smārak Sāthī fails to comply with the guidelines for Promotional Material

In the event of termination of MoU by ASI, the ASI shall not be liable to pay any amounts to Smārak Sārathī/ Smārak Sāthī whatsoever.

5.3.2 Termination of MoU by Smārak Sārathī /Smārak Sāthī

Smārak Sārathī/ Smārak Sāthī may terminate the MoU for convenience by providing prior three months' written intimation to ASI or, if applicable, the extended tenure. The events under which the Smārak Sārathī/ Smārak Sāthī may terminate the MoU are as follows:

- a) ASI fails to provide access to the CPMS within 30 days of signing of MoU
- b) ASI fails to facilitate Smārak Sārathī / Smārak Sāthī with the necessary approvals requisite to fulfil the MoU at any stage of the programme
- c) Any other reason stated by Smārak Sārathī / Smārak Sāthī owing to which they are unable to continue with the programme

In the event of termination of MoU by Smārak Sārathī / Smārak Sāthī, Smārak Sārathī / Smārak Sāthī shall not be provided with a completion certificate for the incomplete civil/renovation activities, and they shall be required to vacate the CPMS premises without filing any claims whatsoever.

5.4 Non-compliance of Section 135 of The Companies Act, 2013

In case of non-compliance of Section 135 of The Companies Act, 2013, ASI may:

- a) File a complaint against the Smārak Sārathī / Smārak Sāthī with the Ministry of Corporate Affairs
- b) Blacklist the Smārak Sārathī / Smārak Sāthī
- c) Penalize the Smārak Sārathī / Smārak Sāthī financially

5.5 Settlement of Disputes

Any disagreements, differences, controversies, disputes, or claims arising out of or relating to the MoU, or the breach, termination, or invalidity thereof (a "dispute"), ASI and Smārak Sārathī / Smārak Sāthī shall use their best efforts to settle promptly such dispute through direct negotiation.

Any dispute that is not settled within 60 (sixty) days of receipt of notice by either party, it will be resolved through consultation between the DG ASI, and the Executive Head of Smārak Sārathī / Smārak Sāthī or their duly authorized representatives. Each party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of the MoU and programme guidelines.

If the dispute is not settled even after the consultation between DG, ASI, and the executive head of Smārak Sārathī / Smārak Sāthī, it may be resolved through consultation with the Secretary, Ministry of Culture. A written notice may be sent to the Secretary, Ministry of Culture by DG, ASI, or the Smārak Sārathī / Smārak Sāthī, seeking consultation for resolution of the dispute. The decision made by the Secretary, Ministry of Culture in this regard shall be final and binding on both parties.

5.6 Project Duration

Smārak Sārathī / Smārak Sāthī shall be provided access to the adopted CPMS initially for a period of 5 (five) years by means of a bipartite Memorandum of Understanding (MoU). The performance of the Smārak Sārathī / Smārak Sāthī shall be supervised regularly using a feedback mechanism as set forth from all the stakeholders including visitors. The MoU shall be extendable further up to 5 (five) years based on the comprehensive review of timeline of implementation, quality of work, O&M, performance of staff, impact on visitor footfall, etc. executed during the previous term.

5.7 Feedback Mechanism

Smārak Sārathī / Smārak Sāthī shall be required to display an information board at the adopted CPMS and inform the visitors to send feedback on the services and amenities via:

- a) The Adopt a Heritage 2.0 programme portal
- b) QR Code survey

5.8 Completion Certificate

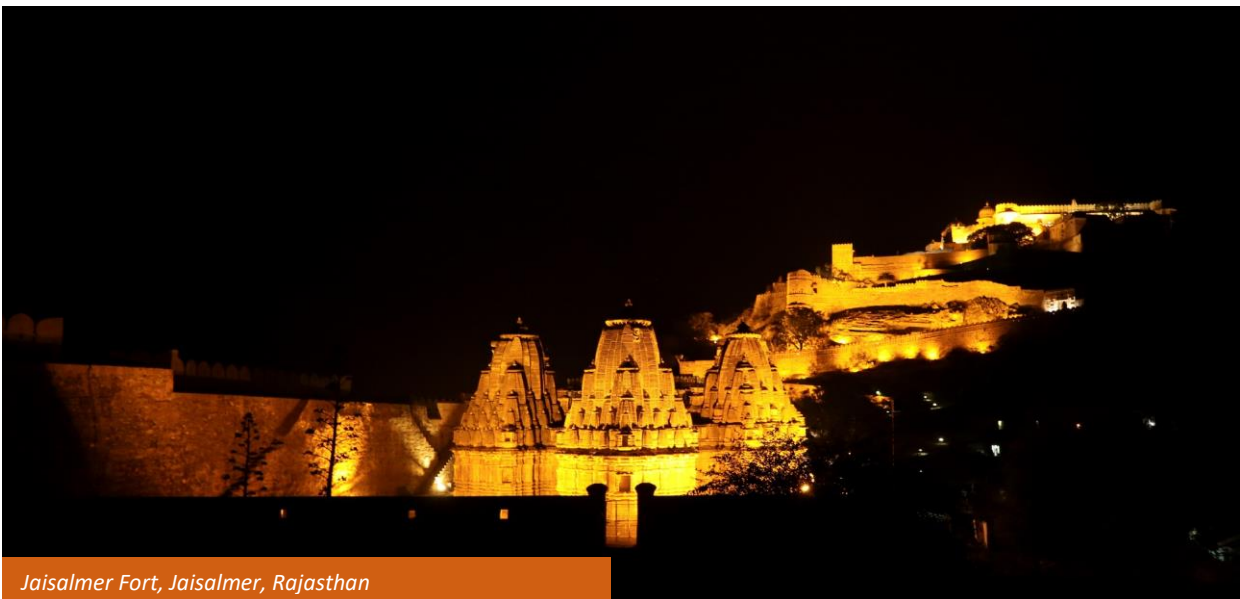
All works at the adopted CPMS conducted under the Adopt a Heritage 2.0 programme shall be reviewed and monitored regularly by the Approval and Implementation Committee to ensure that they are in conformity with all acts, rules, guidelines, and the Pakka Chitṭhā.

As applicable, ASI shall issue a Completion Certificate to Smārak Sārathī / Smārak Sāthī upon completion of the civil and renovation works for the proposed amenities at the adopted CPMS based on the recommendation and confirmation received from the Approval and Implementation Committee regarding the status and quality of works.

The operation of amenities provided or developed by the Smārak Sārathī / Smārak Sāthī shall only begin after receipt of Completion Certificate.

5.9 Provisional Certificate

ASI may, at the request of Smārak Sārathī / Smārak Sāthī, issue a provisional certificate of completion, provided that the amenities can be safely and reliably placed in operation though certain works or things forming part thereof are outstanding and not yet complete, as recommended and confirmed by Approvals and Implementation Committee. In such an event, a list of outstanding items shall be appended with the Provisional Certificate.



Jaisalmer Fort, Jaisalmer, Rajasthan

6 Management Structure

To select and shortlist Smārak Sārathī/ Smārak Sāthī, provide approval to their proposals, monitor the programme process at regular intervals and to ensure corrections in its implementation, a management structure has been provided under this programme.

The management structure would consist of the following committees:

- Directions and Oversight Committee
- Approval & Implementation Committee

6.1 Directions and Oversight Committee

6.1.1 Committee Composition

1	Secretary, Ministry of Culture	Chairperson
2	Director General, ASI	Member
3	Director General, Tourism	Member
4	Joint Secretary, Culture (ASI)	Member
5	Financial Advisor	Member
6	Member Secretary, National Cultural Fund	Member

6.1.2 Indicative Roles & Responsibilities

The Directions and Oversight Committee will perform the following roles and responsibilities during the entire duration of the Adopt a Heritage 2.0 programme:

- a) Provide overall guidance on the programme
- b) Coordinate to oversee all operations, steer, and review and monitor overall performance of the programme
- c) Oversee the planning, execution, and operating procedures of the programme
- d) Periodical oversight and review of the programme
- e) Coordination among the Ministry of Culture/Tourism/other ministries (as the

case may be) Extending recommendations on selection, retention as well as expunction of the Smārak Sārathī / Smārak Sāthī

- f) Provide guidance on specific issues relating to the programme
- g) Provide guidance to the Executing/Implementing Agencies (of the selected 'Smārak Sārathī / Smārak Sāthī') in the implementation of works related to provisioning and development of the amenities at the adopted CPMS
- h) Provide guidance to the Executing/Implementing Agencies (of the selected 'Smārak Sārathī / Smārak Sāthī') in the Operations and Maintenance of the adopted CPMS

6.2 Approval & Implementation Committee

6.2.1 Committee Composition

1	Director General, Archaeological Survey of India	Chairperson
2	Additional Director General, Conservation	Member
3	Additional Director General, World Heritage	Member
5	Additional Director General/ Joint Director General, Monuments	Member
6	Director, Monuments	Member
7	Regional Director(s) of the various circles involved	Member
8	Superintending Archaeologist(s) of the various circles involved	Member

6.2.2 Indicative Roles & Responsibilities

The Approval & Implementation Committee will perform the following roles and responsibilities during the entire duration of the Adopt a Heritage 2.0 programme:

- a) Provide all the approvals required for the implementation of the programme efficiently. All the approvals shall be aligned with AMASR Act 1958, its amendment, and ASI guidelines.
- b) Enunciate the vision and chalk out the road map for the programme and provide platform for exchange of ideas
- c) Conduct regular quality checks of the ongoing works at the adopted CPMS
- d) Select the 'Smarak Sārathī / Smarak Sāthī' from the list of applicants after evaluation
- e) Oversee the planning, sanctioning and execution of the programme sites and the overall monitoring
- f) The committee holds the power of termination of MoU in case of non-compliance of guidelines, or any other reason of non-performance, violation of the Act
- g) Deliberation on the recommendations of the Direction Committee on selection, retention as well as expunction of the Smarak Sārathī / Smarak Sāthī
- h) Guide the selected 'Smarak Sārathī / Smarak Sāthī' for getting the necessary clearances, approvals, and NOCs
- i) Assist the Smarak Sārathī / Smarak Sāthī in the 'joint inspection' exercise in each of the adopted CPMS for the

'Need-Gap' Analysis

- j) Recommend mid-course corrections in the implementation tools and processes. Periodic review of the overall programme progress
- k) Review overall programme and its progress/ progress reports received from Smarak Sārathī / Smarak Sāthī periodically

6.3 Selected Smarak Sārathī / Smarak Sāthī

The selected Smarak Sārathī / Smarak Sāthī shall be responsible for the provisioning/development/maintenance of the selected amenities at their respective adopted CPMS as agreed and approved by ASI by means of signed MoU.

6.3.1 Indicative Roles & Responsibilities

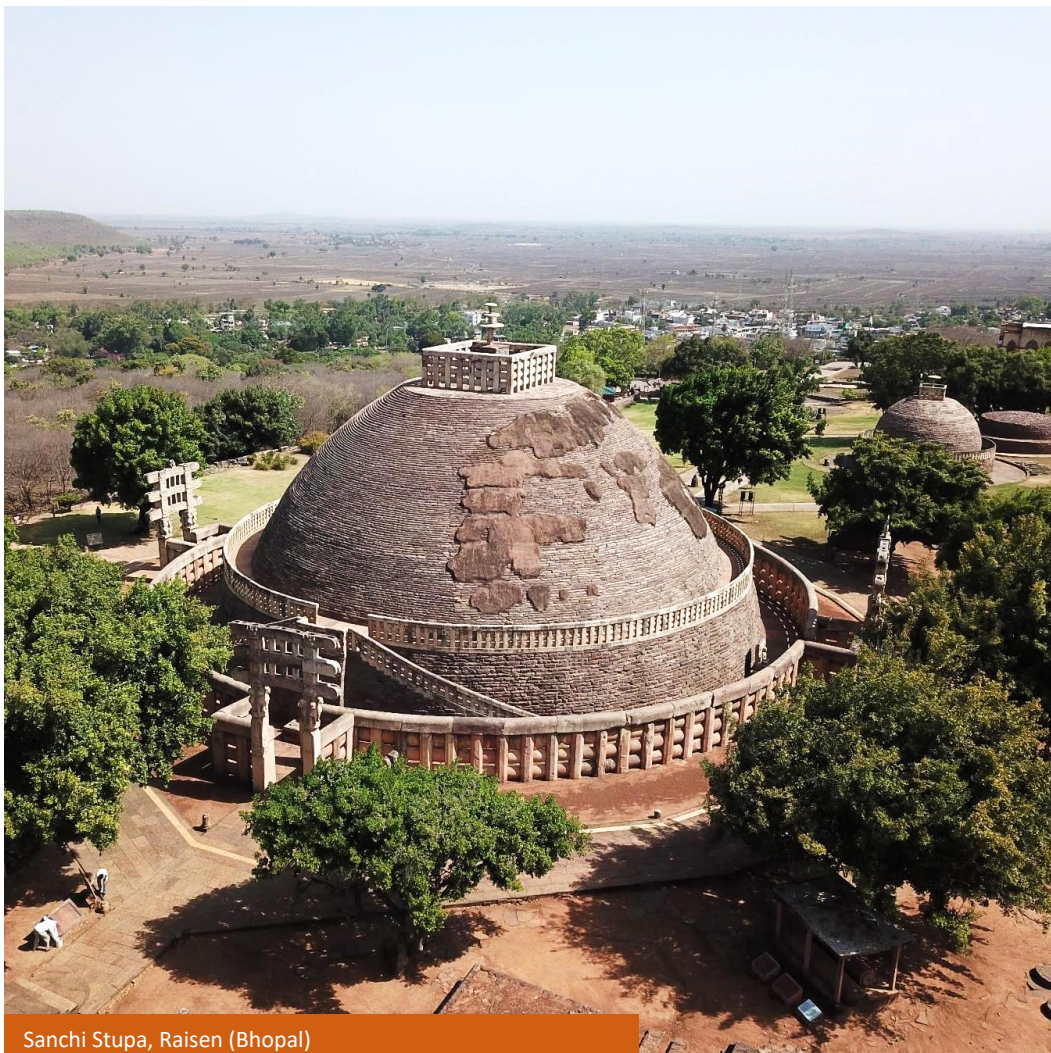
- a) Prepare a detailed amenities document for all the centrally protected monuments and sites for which they plan to become Smarak Sārathī / Smarak Sāthī
- b) Obtain necessary approvals, clearances, NOCs etc. with the guidance of the Approval & Implementation Committee
- c) Carry out agreed upon work (provisioning or operation & maintenance or all the work) as per the signed MoU
- d) Assist the Approval & Implementation Committee in the mid-course corrections and provide feedback in a periodic manner
- e) Submit quarterly progress/ service delivery reports on activities
- f) Produce a statement of accounts duly certified and signed by Chartered Accountant empaneled by CAG on half-yearly basis

6.4 Project Management Consultant

The Consulting team appointed by Archaeological Survey of India (ASI) to provide the necessary support in implementation of the Adopt a Heritage 2.0 programme and management of the Smārak Sārathī / Smārak Sāthī, shall be called the Project Management Consultants (PMC).

6.4.1 Indicative Roles & Responsibilities

- a) Preparation of Bidding Documents
- b) Assisting ASI in shortlisting and evaluation of proposals from Smārak Sārathī/Smārak Sāthī
- c) Coordinating with the Smārak Sārathī/Smārak Sāthī for proposal presentations and then on a monthly/periodic basis through email/ phone/virtual and in-person meetings to ensure seamless implementation of the programme
- d) Identifying the challenges encountered by Smārak Sārathī/Smārak Sāthī' while implementing the MoU
- e) Facilitating expedition of the processes for speedy implementation of the MoU
- f) Assisting Approval & Implementation Committee with the smooth implementation of the programme, identifying stakeholders, reviewing & providing feedback on progress reports



Sanchi Stupa, Raisen (Bhopal)

7 The Programme Process

The process for selection of Smārak Sārathī/Smārak Sāthī, CPMS for adoption, and groups of amenities for each CPMS have been designed in a collaborative fashion so that necessary inputs from all stakeholders are incorporated and procedures for required approvals are facilitated.

Under the Adopt a Heritage 2.0 programme, the Smārak Sārathī/Smārak Sāthī shall be required to select any CPMS as listed on the Adopt a Heritage 2.0 portal for provisioning all or maximum number of groups of amenities.

7.1 Kacchā Chitṭhā

A detailed need-gap analysis of amenities required at each CPMS has been conducted by ASI in consultation with its concerned Regional Directors and Superintending Archaeologists (SA). Accordingly, ASI has developed a CPMS wise list of selected amenities required to be provided/ developed based on their feasibility and suitability.

This list is termed Kacchā Chitṭhā (KC) and is available on the Adopt a Heritage 2.0 portal.

At present, a detailed need-gap analysis has been completed for 250 CPMS and as-is assessment has been completed for 750 CPMS. The KC shall be reviewed bi-annually to record changes and maintain the dynamism in the status of amenity.

7.2 Letter of Intent (LoI)

The Smārak Sārathī/Smārak Sāthī would put forth their proposal for a particular centrally protected monument and site which they intend to adopt as part of the programme.

The selection of the CPMS can be made at the portal. The LoI can also be submitted over the portal. Smārak Sārathī/Smārak Sāthī shall be required to present their proposal as per the schedule shared by ASI. The schedule of the

presentation will be shared with the Smārak Sārathī/Smārak Sāthī via email within a maximum 15 days post submission of the LoI.

The enterprise/ organization registering as Smārak Sārathī/Smārak Sāthī shall be required to furnish the following details along with document proofs as listed on the portal at the time of submitting the LoI:

- a) Details of the enterprise/ organization
- b) Annual turnover certificate clearly stating the organization's turnover in the past 5 (five) years, duly signed by Chartered Accountant
- c) Name of selected CPMS
- d) Vision and Implementation Plan for the selected CPMS
- e) Proposed Value Addition
- f) Previous experience in delivering similar work/project

7.3 Presentation – cum – Competitive Bidding

The Smārak Sārathī/Smārak Sāthī on submission of the LoI will receive a schedule for the presentation for respective CPMS. They shall be required to present their proposal for the CPMS which they intend to adopt. The proposal presentation shall cover the following topics for each of the selected CPMS:

- a) Action Plan, Vision, and Proposed Value addition as explained in the Section 7.3.1 and 7.3.2
- b) Operation & Maintenance Plan as explained in the Section 7.3.2
- c) Credentials of Smārak Sārathī/ Smārak Sāthī based on previous similar work experience as explained in the Section 7.3.2

- d) Annual turnover certificate clearly stating the organization's turnover in the past 5 (five) years, duly signed by Chartered Accountant – Top 3 annual turnover values shall be considered

The Approval & Implementation Committee shall select the most competitive and innovative proposal based on the Criteria for evaluation of the proposal.

7.3.1 Need Gap Analysis

In addition to the need-gap analysis conducted by ASI in the form of Kacchā Chitṭhā, all the interested Smārak Sārathī /Smārak Sāthī shall be required to conduct similar analyses for all the amenities that they intend to provide/develop/maintain at the selected CPMS to prepare their proposal.

This exercise shall essentially be based on the following:

- a) Kacchā Chitṭhā (KC)
- b) Alignment with Ancient Monuments and Archaeological Sites and Remains (AMASR) Act 1958, its amendments, and rules made thereunder
- c) Heritage and Other prevailing byelaws of the region in which the selected CPMS is located
- d) Feasibility of the amenity/activity at that site

Smārak Sārathī /Smārak Sāthī may propose additional amenities in consonance with these guidelines.

7.3.2 Implementation Plan

Private and public sector companies, Trusts, NGOs, and societies interested to register themselves as the 'Smārak Sārathī / Smārak Sāthī' under the Adopt a Heritage 2.0 programme shall be required to submit an Implementation Plan as a part of the proposal that clearly mentions the proposed timelines for

providing/ developing/ maintaining selected groups of amenities at each CPMS that they are intending to adopt.

The Implementation Plan may include following information:

- a) Action Plan - Details on design, materials, numbers, and locations for provisioning/ developing/ maintaining selected groups of amenities in conformity with the recommendations and relevant acts and rules
- b) Vision – Detailed description of the organization's intent to participate in the Adopt a Heritage 2.0 programme, and its alignment with the mission statement and objectives of the programme.
- c) Proposed Value Addition - Financial estimates which shall include capital investment for each component of the proposal, and investment required for operation & maintenance of the proposed groups of amenities at the respective CPMS for a period of 5 years.
- d) Operation and Maintenance Plan – Detailed analysis of prevalent O&M conditions at the adopted CPMS, and proposed O&M services at the adopted CPMS, including information on components and funds that the Smārak Sārathī/ Smārak Sāthī intends to contribute to O&M activities at the adopted CPMS.
- e) Credentials of Smārak Sārathī/ Smārak Sāthī based on previous similar work experience –Smārak Sārathī/ Smārak Sāthī must have experience in providing services for Central/ State Government programmes and schemes under CSR/voluntary initiatives including project identification and selection, designing, programme management,

implementation framework, execution, operation, and maintenance services.

The Smārak Sārathī/ Smārak Sāthī must prepare CPMS-wise plan for all the groups of amenities which he intends to provide/develop/maintain as per timelines for implementation.

The Smārak Sārathī/ Smārak Sāthī is also required to submit the plan to the Approval and Implementation Committee for approval.

7.3.3 Criteria for evaluation of proposal

Evaluation of the proposals received during the competitive bidding process for implementation of the Adopt a Heritage 2.0 programme shall be done based on the following criteria:

S.No.	Criteria for selection of Smārak Sārathī/ Smārak Sāthī	Max. Marks
1.	Selection of group of amenities proposed to be undertaken <ul style="list-style-type: none"> • Hygiene- 10 marks • Accessibility- 10marks • Safety – 5 marks 	25
2	Action Plan, Vision, and Proposed Value addition	25
3	Operation & Maintenance Plan	25
4	Credentials of Smārak Sārathī/ Smārak Sāthī based on previous similar work experience	15
5	Annual turnover certificate clearly stating the organization's turnover in the past 5 (five) years, duly signed by Chartered Accountant – Top 3 annual turnover values shall be considered	10

7.3.4 Additional Criteria for selection of Smārak Sārathī/ Smārak Sāthī

Preference will be given to the following Smārak Sārathī/ Smārak Sāthī:

- a) The one who provisions maximum number of amenities, and
- b) The one who undertakes end-to-end operation & maintenance for maximum number of existing and proposed amenities at the adopted CPMS.

This has been built in with the weightage for evaluating the proposals for selection of Smārak Sārathī/ Smārak Sāthī.

7.3.5 Announcement of selected Smārak Sārathī/ Smārak Sāthī

The registered organizations shall be notified via SMS and email about their selection as the Smārak Sārathī/ Smārak Sāthī under the Adopt a Heritage 2.0 programme. ASI may also declare the same on their website.

7.3.6 Plan of Action/ Comprehensive Plan

The Smārak Sārathī/ Smārak Sāthī shall be required to submit for approval a Plan of Action/ Comprehensive Plan as per the proposal presented before and agreed by the Approval and Implementation Committee within 30 days of getting selected, in both hard and soft copies, to Approval and Implementation Committee, and the regional officers of ASI associated with the CPMS that the Smārak Sārathī/ Smārak Sāthī has adopted.

The Smārak Sārathī/ Smārak Sāthī shall be allowed to commence work on execution of plan for providing/developing/maintaining amenities at the adopted CPMS only after receipt of approval on the Plan of Action/ Comprehensive

plan by the Approval and Implementation Committee/ respective field officers of ASI. For the preparation of the Plan of Action/ Comprehensive plan, the Smārak Sārathī/ Smārak Sāthī is required to follow the procedure given below.

- a) The Smārak Sārathī/ Smārak Sāthī shall contact the respective Regional Director and concerned circle Superintending Archaeologist (SA) of ASI / State Government / etc. to discuss their proposal and strategy to implement the proposal.
- b) Post their meeting and discussion with the respective local officer of the ASI, the 'Smārak Sārathī/ Smārak Sāthī' shall prepare and submit a Plan of Action/ Comprehensive Plan
- c) 'Smārak Sārathī/ Smārak Sāthī' are required to get all the necessary approvals in writing from the respective committees and regional officers of ASI before commencing any work at the site
- d) The 'Smārak Sārathī/ Smārak Sāthī' shall diligently document all communication/ discussion etc. with respective offices regarding their adopted CPMS under the Adopt a Heritage 2.0 programme
- e) The proposed asset preparation shall be as per the heritage and other byelaws of respective CPMS. At any conflicting juncture, heritage and other byelaws will supersede asset service level guidelines.
- f) 'Smārak Sārathī/ Smārak Sāthī' are required to open a dedicated bank account in terms of Rule 70 of GFRs 2017 for receipt and expenditure arising out of the operation of the semi-commercial amenities. Since the programme is intended to operate using CSR funds,

any profit earned from the semi-commercial amenities shall be utilized to sustain, develop, operate, and maintain the adopted CPMS.

7.3.7 Guidelines for Branding of 'Smārak Sārathī/ Smārak Sāthī'

'Smārak Sārathī/ Smārak Sāthī' shall be provided with opportunities for their brand promotion in lieu of their CSR/investment initiatives under the programme subject to approval by the Approval & Implementation Committee. Provision shall be made for installation of plaques at suitable development site to facilitate acknowledgement of 'Smārak Sārathī/ Smārak Sāthī'.

7.3.7.1 Acknowledgement of Smārak Sārathī

The provision for installing promotional materials for Smārak Sārathī shall be made at the sites of amenities that are provided or developed by them within the premises of respective adopted heritage. The design of the promotional material shall be in compliance with these guidelines.

7.3.7.2 Acknowledgement of Smārak Sāthī

All Smārak Sāthīs shall be acknowledged on a common plaque, designed as per ASI standards and guidelines. The plaque shall be installed at the location as decided by the Approval and Implementation Committee within the premises of the respective adopted heritage.

7.3.7.3 Mandatory Requirements for Promotional Material

The proposed promotional material installations at the adopted CPMS shall be strictly in adherence to the guidelines of ASI.

- a) The size of plaque or any other promotional material shall not exceed 12"X36" at the ticket counter and 6"X18" at other amenities provided by the CSR partner.

- b) The font size of the text proposed to be used on the promotional material shall not exceed the font size used on Cultural Notice Boards (CNB), Protection Notice Boards (PNB), and other installations of ASI at the respective monument.
- c) The plaque or the promotional material shall be made in wood or fiber board with wooden finish.
- d) The colour of the text or graphic shall be in contrast with the background colour of the promotional material and shall need to be approved by the Approval and Implementation Committee.
- e) The promotional material, subject to approval from the Approval and Implementation Committee, shall be installed at the amenities provisioned by the Smārak Sārathī / Smārak Sāthī within the premises of respective adopted heritage.

Additionally, the Smārak Sārathī may be given due recognition at locations such as ticketing windows, etc., as approved by the Approval & Implementation Committee.

Visibility to the 'Smārak Sārathī/ Smārak Sāthī' would be within the framework of these statutory guidelines.

The 'Smārak Sārathī/ Smārak Sāthī' would also be provided visibility and recognition on the Adopt a Heritage 2.0 website for their works at the adopted CPMS, subject to approval by Approval and Implementation Committee.

Further, the 'Smārak Sārathī/ Smārak Sāthī' may promote their Adopt a Heritage 2.0 initiatives on other media, provided that the promotion is in compliance with the AMASR Act and is done in a responsible manner as per these guidelines.

7.3.7.4 Breach of guidelines for Promotional Material

Any breach of the guidelines and requirements for promotional material may lead to the following:

- a) Financial penalty
- b) Blacklisting
- c) Termination of MoU
- d) Cancellation of CSR as per provisions of section 135 of The Companies Act, 2013

7.4 Pakka Chitṭhā

A Pakka Chitṭhā (refer Annexure 3) shall be prepared by the Smārak Sārathī/ Smārak Sāthī in consultation with relevant stakeholders of Archaeological Survey of India (ASI) after proposal presentation and prior to signing of MoU. It shall be in the form of a note that adheres to all prescribed rules, regulations and guidelines of the ASI and shall contain following information:

- a) Group of amenities/amenities which are to be provided/ developed/ maintained, as mutually agreed by both the parties
- b) Phasing and costing
- c) Nature of Implementation of the work: The Smārak Sārathī/ Smārak Sāthī may choose any one or all the below for end- to-end provisioning of the amenities at the adopted CPMS, as mutually agreed by both parties by means of signing of MoU.
 - i. Develop – Amenities which require work related to civil for its implementation. For example: Toilets, Approach pathways with tactile strips, etc.
 - ii. Provide - Amenities which does not require work related to civil for its implementation. For example: shoe covers (Taj Mahal/ Temples), Waste management related amenities like Garbage bins, etc.
 - iii. Maintain – Existing amenities which require maintenance only

7.4.1 Sustainable Operation & Maintenance (O&M) for the adopted CPMS

The Smārak Sārathī/ Smārak Sāthī shall ensure a sustainable operation and maintenance (O&M) of the amenities developed/provisioned under the programme. The costs related to O&M of the amenities shall be incurred regularly on yearly basis. The 'Smārak Sārathī/ Smārak Sāthī' are expected to finance, operate & maintain the facilities on their own rather than claim or transfer funds to or from any Government Body or department.

Smārak Sārathī/ Smārak Sāthī shall be required to submit a detailed operations and maintenance plan for all the adopted CPMS if they:

- a. propose to provide only the operation and maintenance services at the adopted CPMS
- b. propose to provide end-to-end implementation services for the adopted CPMS under the Adopt a Heritage 2.0 programme

The tentative operation and maintenance costs of the monument shall be worked out by ASI as part of Kacchā Chiṭṭhā. The Smārak Sārathī/ Smārak Sāthī shall also be required to work out their O&M cost at the time of competitive bidding.

7.4.2 Operation & Maintenance (O&M) Plan

The O&M plan should include following

parameters:

- a) Details of current O&M at the adopted CPMS
- b) Whether Smārak Sārathī/ Smārak Sāthī shall be providing operation and maintenance services for all, or a selected number of amenities at the adopted CPMS
- c) Details of components and funds proposed to be contributed by Smārak Sārathī/ Smārak Sāthī in operation and maintenance of the selected amenities

The proposal, all the plans and documents related to each adopted CPMS as mentioned in this Adopt a Heritage 2.0 programme guidelines document submitted by the Smārak Sārathī/ Smārak Sāthī shall be reviewed and approved by the Approval and Implementation Committee. The committee shall share their observations and suggestions on the same in writing.

A consolidated document shall be prepared including the proposal, plans and documents submitted by Smārak Sārathī/ Smārak Sāthī, and the committee's observations and suggestions.

The consolidated document thus prepared shall be called the Pakka Chiṭṭhā and form the basis for signing of MoU between Smārak Sārathī/ Smārak Sāthī and ASI for each adopted CPMS.

8 Programme Process Timeline

The programme timelines have been designed to streamline all the processes of submission, approvals, and implementation. The process from submission of Letter of Intent by the Smārak Sārathī/Smārak Sāthī to the signing of MoU shall not exceed 3 months.

Accordingly, the following timelines are recommended:

S. No.	Activity	Timelines
1	Submission of Application/ Lol	By the prospective agency
2	Intimation to selected Smārak Sārathī/Smārak Sāthī for Presentation from the Last date of Submission	Within 10 days of filling Application/Lol on the Adopt a Heritage 2.0 Portal
3	Presentation to the Approval & Implementation Committee <ul style="list-style-type: none"> • Pakka Chitṭhā • Plan of Action/ Comprehensive Plan 	Within 30 days of getting selected for presentation as Smārak Sārathī/Smārak Sāthī
4	Confirmation/ Approval letter to be issued for starting the work	Within 30 days from presentation
5	Project Implementation	Post receiving of Confirmation/ Approval Letter/e-mail
6	Signing of MoU	Within 1 month of confirmation/ approval letter
7	Programme Monitoring	As per the guidelines in the MoU



Ajanta Caves, Aurangabad (Maharashtra)

9 Memorandum of Understanding

Post selection of the Smārak Sārathī/ Smārak Sāthī, the finalized amenities shall be signed under a Memorandum of Understanding (MoU). The MoU (template at Annexure 2) shall also detail timelines for implementation of the amenities.

There shall also be a provision to add or modify the MoU through an Addendum/Corrigendum/Amendment based on new requirements on agreement from both parties to the MoU.



Ancient Palace, Leh (Jammu & Kashmir)

10 ANNEXURE 1: Rent for CPMS as per category

#	Category of Monument	Rent (in ₹/ft ²) for Cafeteria	Rent (in ₹/ft ²) for Souvenir & Publication Kiosks
1	World Heritage Monuments	25,000	10,000
2	Ticketed Monuments	15,000	5,000
3	Other Monuments	5,000	1,000

Note:

- i. Size allocation for the Cafeteria, Souvenir & Publication kiosks shall be done as per mutual agreement between the two parties
- ii. Other factors that shall be considered for size allocation include:
 - a) Space available within the monument premises
 - b) Area requirement proposed by the CSR partner
- iii. All rent for Cafeteria, Souvenir & Publication kiosks, and revenue from Sound & Light Show thus collected shall be deposited in the dedicated account created for the adopted monument under this programme.
- iv. In the cases where the rental value is not feasible owing to reasons such as limited visitor footfall or seasonal access to the monument, the rates mentioned above may be renegotiated and revised as per mutual agreement with the CSR partner.

11 ANNEXURE 2: Memorandum of Understanding Template

MEMORANDUM OF UNDERSTANDING FOR
<Name of Monument, Location>

THIS MEMORANDUM OF UNDERSTANDING ("MoU") is executed on this day of 2023 at New Delhi
between

ARCHAEOLOGICAL SURVEY OF INDIA (ASI), an attached office of Ministry of Culture, Government of India, having its office at Dharohar Bhawan, 24, Tilak Marg, New Delhi-110001 acting through its Director General (hereinafter called "ASI") which expression shall, unless repugnant to the context of meaning thereof, include its successors and permitted assigns of the **FIRST PARTY**

AND

Name of Company., a Company incorporated under the Companies Act, 1956, having its registered office at office address acting through its authorized representative Name and designation vide Board Resolution dated 27th October 2015 of the **SECOND PARTY** (to be called henceforth '**Smārak Sārathī** / Smārak Sāthī'). WHEREAS:

Archaeological Survey of India (ASI) has envisioned the Adopt a Heritage 2.0 programme to develop amenities at centrally protected monuments and sites (CPMS) in collaboration with the Private/ Public sector companies/ Trusts/ NGOs/ Societies, etc. and to enhance visitor's experience with a view to make them visitor friendly and realize their full potential followed by the economic development of the region.

While the private and public sector companies shall utilize their CSR funds (as per the section 135 of Company Act 2013), trusts, societies and NGOs may participate in the programme by their voluntary contribution.

WHEREAS Smārak Sārathī / Smārak Sāthī through its Corporate Social Responsibility or voluntary contribution, as applicable, intends to take up the cause of development, provision, and operation & maintenance (O&M) of amenities at the <Name of the Monument> located in the state of <Name> under the "Adopt a Heritage 2.0" programme (hereinafter called the "**Programme**") as mutually agreed by both the parties in form of Pakka Chitṭhā (refer Annexure 1)

WHEREAS CPMS proposed in this programme are under supervision of **Archaeological Survey of India (ASI)**.

a) DEFINITIONS

- 1.1. "**Cost**" means the cost of preparing a development plan, detailed project report as contained in the estimate.
- 1.2. "**Centrally Protected Monuments and Sites (CPMS)**" means any ancient monuments or archaeological sites of national importance protected by the Central Government as per the

Ancient Monument Archaeological Sites and Remains Act, 1958 and corresponding states' acts related to it

- 1.3. In the context of this MoU, "**Development**" means the activities which involves construction, upgradation, refurbishments of amenities in and around the CPMS.
- 1.4. "**Divyang**" means differently abled users/visitors to the CPMS
- 1.5. "**Kacchā Chitṭhā**" means a document (monument and site-wise) reflecting gaps and needs for each CPMS prepared after due assessment at the field along with a tentative costing for every required/identified component.
- 1.6. "**Pakka Chitṭhā**" means a comprehensive document largely based on Kacchā Chitṭhā /as is assessment and duly finalized after incorporating the vision of the Smārak Sārathī / Smārak Sāthī for the proposed CPMS based on a site visit and including written observations of the Approval & Implementation Committee which further consist of proposal including a plan of action with timeline, phasing and costing, plan for operation and maintenance
- 1.7. In the context of this MoU, "**Provide**" means the activities which does not involve construction work as mentioned under Clause 1.4 but involves provisioning of the amenities in and around the CPMS.
- 1.8. "**Smārak Sārathī**" means a partner who intends to take up all group of amenities at the CPMS with its end-to-end implementation, as proposed in the Kacchā Chitṭhā by ASI.
- 1.9. "**Smārak Sāthī**" means a partner who intends to take up less than all group of amenities at the CPMS (as proposed in the Kacchā Chitṭhā by ASI)
- 1.10. "**Visitor amenities**" means various essential and experiential tourist facilities meant to be provided for the tourist. For the convenience of understanding following four groups of amenities are envisioned as per programme guidelines

b) GROUP OF AMENITIES

S.No.	Group of Amenity	Name of Amenities	Expansion of amenity	Requirement
1	Hygiene	Toilets	Male	Develop, Operate and Maintain
			Female	Develop, Operate and Maintain
			Differently abled (Divyang)	Develop, Operate and Maintain
		Drinking Water	Water Fountains/Dispensers/ Kiosks/ ATMs	Develop, Operate and Maintain
		Baby Care Room		Develop, Operate and Maintain

S.No.	Group of Amenity	Name of Amenities	Expansion of amenity	Requirement
		Waste Management	Garbage bins	Provide, Operate and Maintain
			PET crushing machine	Provide, Operate and Maintain
		Shoe cover		Provide, Operate and Maintain
2	Accessibility	Approach Pathway with tactile strip		Develop, Operate and Maintain
		E-rikshaw/ferry/e-carts		Provide, Operate and Maintain
		Barrier free access	Ramps	Develop, Operate and Maintain
			Wheelchairs	Provide, Operate and Maintain
			Lifts (in lieu of non-feasible ramps)	Develop, Operate and Maintain
		Signage	PNB	Provide, Operate and Maintain
			CNB (multilingual including Braille version)	Provide, Operate and Maintain
			Directional	Provide, Operate and Maintain
		Wi-Fi Facility		Provide, Operate and Maintain

S.No.	Group of Amenity	Name of Amenities	Expansion of amenity	Requirement
		Parking		Develop, Operate and Maintain
		Soft Landscape		Develop, Operate and Maintain
3	Safety	First Aid (including lifesaving jacket)		Provide, Operate and Maintain
		CCTV surveillance		Provide, Operate and Maintain
		Lighting & Illumination	with Green DG Sets	Provide, Operate and Maintain
			Renewable source of energy	Provide, Operate and Maintain
		Cloak room		Develop, Operate and Maintain
4	Knowledge	Sales Counter	Souvenir	Develop, Operate and Maintain
			Publication	Develop, Operate and Maintain
			Cafeteria	Develop, Operate and Maintain
		Interpretation tools	Audio Visual/Multimedia Room	Develop, Operate and Maintain
			Audio Guide/App Based Guide	Develop, Operate and Maintain

S.No.	Group of Amenity	Name of Amenities	Expansion of amenity	Requirement
		Cultural/ Light & Sound Show		Develop, Operate and Maintain

c) NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- 1.1 *<Name of the Company>* is interested to become **Smārak Sārathī / Smārak Sāthī** under the Corporate Social Responsibility or voluntary contribution, as applicable, and accordingly has identified *<Name of the Monument>* located in the state of.....and intends to provide various facilities in consultation with ASI
- 1.2 The Approval & Implementation Committee has consented to the development activities as per the Pakka Chitṭhā and agrees to the same.
- 1.3 For the purpose of this MoU, details of the amenities to be undertaken by the **Smārak Sārathī / Smārak Sāthī** are as per Annexure 1
- 1.4 **Smārak Sārathī / Smārak Sāthī** shall start implementation of the **Plan of Action/ Comprehensive Plan** for the programme within 30 (thirty) days of signing of this MoU. The plan shall be duly approved by the Approval & Implementation Committee (AIC) prior to commencement of actual work at the site.
- 1.5 **Smārak Sārathī / Smārak Sāthī** shall prepare Quarterly Progress Reports regarding implementation of approved Plan of Action/Comprehensive Plan and submit to ASI in the template (as per Annexure 3) provided under programme guidelines.
- 1.6 Details of the work schedule to be undertaken by the **Smārak Sārathī / Smārak Sāthī** is as per Annexure-2.
- 1.7 The work/execution of the approved Plan of Action/ Comprehensive Plan activities shall not cause any hindrance to ASI or its representative in carrying out other works in the monument or in movement of the visitors.
- 1.8 **Smārak Sārathī / Smārak Sāthī** during execution of the approved comprehensive plan activities shall not violate the provisions of the AMASR Act, 1958, its amendments, and its Rules, 1959.
- 1.9 Approval & Implementation Committee will acknowledge the contribution by the **Smārak Sārathī / Smārak Sāthī** towards developmental activities by way of signage/plaques etc. at appropriate place. The placement, contents and size of the signage/plaques etc. will be decided with mutual consent with the 'Approval & Implementation Committee' while ensuring that the same is in tune with the aesthetic value of the monuments and surroundings of destinations. Details of proposed visibility requirement is attached in Annexure- 4

d) DURATION OF MEMORANDUM OF UNDERSTANDING (MoU)

- 1.1 This MoU shall be valid for a period of five (5) years (the "TERM") from the date of signing
- 1.2 The performance of the **Smārak Sārathī / Smārak Sāthī** shall be supervised monthly using a

feedback mechanism as set forth in Clause a from all the stakeholders including visitors. The MoU shall be extendable further to 24 (twenty-four) months based on the comprehensive review of timeline of implementation, quality of work, O&M, performance of staff, impact on visitor footfall, etc. executed during the previous term.

e) FEEDBACK MECHANISM

Smārak Sārathī / Smārak Sāthī shall be required to display an information board at a place approved by the ASI at the adopted CPMS and inform the visitors to send feedback on the services and amenities via:

- a) The Programme portal <https://xxxx>
- b) QR Code survey

f) FINANCING AND SCHEDULING

- 1.1 **Smārak Sārathī / Smārak Sāthī** agrees to finance the activities, operate & maintain (O&M) the facilities on their own as approved by the Approval & Implementation Committee rather than transfer of funds to any Government Body or Department
- 1.2 **Smārak Sārathī / Smārak Sāthī** shall ensure that adequate funding is provided to develop, provide, and maintain the facilities for the agreed period i.e., initial 5 (five) years
- 1.3 **Smārak Sārathī / Smārak Sāthī** agrees during period of MoU that no revenue shall be generated from the public as collection fee, convenience fee etc. However, in case any fees are planned to be charged it will be subjected to specific clearance from Approval & Implementation Committee, also same needs to be collected through a dedicated bank account of the monument made for the purpose.

g) SEMI COMMERCIAL AMENITIES – REASONABILITY OF RATES AND STANDARD OF SERVICES

- 1.1 To ensure active participation and maintenance of selected knowledge related amenities, the Smārak Sārathī / Smārak Sāthī would be given extra provision to work on a commercial model for sustenance of their financial resources towards that activity. The following amenities proposed to be provided at CPMS would require the visitors to pay fees or charges:

Souvenir Kiosks promoting local art and craftsmanship

Publication counters (for sale of ASI publications and approved materials)

Cafeteria

Cultural/ Sound & Light Show

- 1.2 These amenities would be known as semi-commercial amenities and would be implemented subject to approval from Approval & Implementation Committee. A dedicated bank account would be opened for receipt of rent for Cafeteria, Souvenir & Publication Kiosks and revenues from Light & Sound Show and Interpretation Center (if any). The revenue thus collected would be utilized to sustain, develop, operate, and maintain the adopted CPMS.
- 1.3 It shall be noted that rental for space will be charged for revenue generating amenities as mentioned in Annexure 1. Also, with reference to the Light & Sound Show, 80% of the total

seats for each show should be priced below INR 200. This price may be reviewed annually.

- 1.4 The primary responsibility of ensuring compliance to the required standard of the services would be on Smārak Sārathī / Smārak Sāthi

h) ACCOUNTING PROCEDURE FOR SEMI-COMMERCIAL AMENITIES

- 1.1 *Opening of Account:* Smārak Sārathi /Smārak Sāthi shall open and operate a dedicated bank account for the programme before commencing any commercial activity within the CPMS premises and share the account details with ASI within 7 days of opening the account.
- 1.2 *Revenue Collection:* All rent for Cafeteria, Souvenir & Publication Kiosks and revenue from Light & Sound Show and Interpretation Center (if any) as approved by the Approval & Implementation Committee shall be deposited in this dedicated account only. The accrued residual interest, if any, shall also be retained in this account.
- 1.3 *Profit Utilization:* The funds thus collected in the account would be utilized to sustain, develop, operate, and maintain the adopted CPMS only and not to recover any capital expenditures. The Smārak Sārathī/ Smārak Sāthī would be required to submit quarterly progress reports that would clearly indicate the detailed breakup of capital costs and O&M costs. They would also be required to submit the bills to support the expenses. Any surplus funds post operation and maintenance may be deployed for future development of amenities only with prior approval of Approval & Implementation Committee.
- 1.4 In case of termination or completion of MoU tenure or discontinuation of Smārak Sārathī / Smārak Sāthī post MoU tenure, balance / surplus revenue in the account (if any) would be required to be transferred to ASI and would continue to be deployed for sustaining operation and maintenance activities and developmental activities of the opted CPMS.

i) ACCOUNT MONITORING

The Smārak Sārathī/ Smārak Sāthī shall produce a statement of accounts duly certified and signed by Chartered Accountant empaneled by CAG on half-yearly basis. Chartered Accountant shall certify in writing that "the funds have been utilized solely to develop, operate, maintain, and sustain the activities at the adopted CPMS, and not for recovery of capital expenditures or other costs".

j) FORCE MAJEURE

- 1.1 For the purposes of this MoU, "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, pandemic, or other adverse weather conditions, strikes, lockouts or other domestic action (except where such strikes, lockouts or other domestic action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- 1.2 Force Majeure shall not include:
- a) Any event which is caused by the negligence or intentional action of a Party or such Party's

Sub-contractors or agents or employees.

- b) Any event which a diligent Party could reasonably have been expected to:
 - i) Take into account at the time of the conclusion of this Agreement, and
 - ii) Avoid or overcome in the carrying out of its obligations hereunder.

k) ENFORCEMENT OF GUIDELINES

The programme guidelines shall remain enforced for the entire duration of MoU.

l) TERMINATION

Both ASI and Smārak Sārathī / Smārak Sāthī may terminate the MoU for convenience. If the MoU is terminated by either party, steps shall be taken to ensure that the termination does not affect any prior obligation, project, or activity already in progress.

i. Termination of MoU by ASI

ASI may terminate the MoU for convenience by providing prior one month's written intimation to Smārak Sārathī/ Smārak Sāthī. Save as otherwise provided in this MoU, if any of the defaults specified below have occurred, and the Smārak Sārathī/ Smārak Sāthī fails to cure the default within 15 days, they shall be deemed to be in default of this MoU. The defaults referred to herein shall include the following:

- a) *Violation of AMASR Act of 1958 and its amendments:* Ancient Monuments and Archaeological Sites and Remains Act (AMASR) enacted by the Parliament in 1958 provides for the preservation of ancient and historical monuments and archaeological sites and remains of national importance, for the regulation of archaeological excavations and for the protection of sculptures, carvings, and other like objects. Smārak Sārathī / Smārak Sāthī shall, at all stages of the programme, abide by the provisions of the Act. Failure to do so shall result in violation of the Act.
- b) *Violation of Programme Guidelines:* Smārak Sārathī / Smārak Sāthī shall be compliant with the Adopt a Heritage 2.0 programme guidelines at all stages. Unless approved by the Approval and Implementation Committee, no variation in the guidelines shall be permitted.
- c) *Acts of Vandalism:* Any destruction or damage caused to CPMS is a punishable offence under the Indian Penal Code 1860. Acts of vandalism on the account of Smārak Sārathī / Smārak Sāthī at any stage of the programme shall be considered as a default and breach of the MoU.
- d) *Plan of Action/ Comprehensive Plan:* If the timeline provided in the Plan of Action/ Comprehensive Plan is not abided, or if the required documents are not submitted.
- e) *Breach of guidelines for Promotional Material:* If the Smārak Sārathī / Smārak Sāthī fails to comply with the guidelines for Promotional Material as mentioned in Adopt a Heritage 2.0 programme guidelines.

In the event of termination of MoU by ASI, the ASI shall not be liable to pay any amounts to Smārak Sārathī/ Smārak Sāthī whatsoever.

ii. Termination of MoU by Smārak Sārathī / Smārak Sāthī

Smārak Sārathī/ Smārak Sāthī may terminate the MoU for convenience by providing prior three months' written intimation to ASI or, if applicable, the extended tenure. The events under which the Smārak Sārathī/ Smārak Sāthī may terminate the MoU are as follows:

- a) ASI fails to provide access to the CPMS within 30 days of signing of MoU
- b) ASI fails to facilitate Smārak Sārathī / Smārak Sāthī with the necessary approvals requisite to fulfil the MoU at any stage of the programme
- c) Any other reason stated by Smārak Sārathī / Smārak Sāthī owing to which they are unable to continue with the programme

In the event of termination of MoU by Smārak Sārathī / Smārak Sāthī, Smārak Sārathī / Smārak Sāthī shall not be provided with a completion certificate for the incomplete activities, and they shall be required to vacate the CPMS premises without filing any claims whatsoever.

m) NON-COMPLIANCE OF SECTION 135 OF THE COMPANIES ACT, 2013

In case of non-compliance of Section 135 of The Companies Act, 2013, Smārak Sārathī/ Smārak Sāthī consents ASI to:

- a) File a complaint against the Smārak Sārathī / Smārak Sāthī with the Ministry of Corporate Affairs
- b) Blacklist the Smārak Sārathī / Smārak Sāthī
- c) Financial Penalty

n) COMPLETION CERTIFICATE

All works at the adopted CPMS conducted under the Adopt a Heritage 2.0 programme shall be reviewed and monitored every two months by the Approval and Implementation Committee to ensure that they are in conformity with all acts, rules, guidelines, and the Pakka Chiṭṭhā.

As applicable, ASI shall issue a Completion Certificate to Smārak Sārathī / Smārak Sāthī upon completion of the civil and renovation works for the proposed amenities at the adopted CPMS based on the recommendation and confirmation received from the Approval and Implementation Committee regarding the status and quality of works.

The operation of amenities provided or developed by the Smārak Sārathī / Smārak Sāthī shall only begin after receipt of Completion Certificate.

o) PROVISIONAL CERTIFICATE

ASI may, at the request of Smārak Sārathī / Smārak Sāthī, issue a provisional certificate of completion, provided that the amenities can be safely and reliably placed in operation though certain works or things forming part thereof are outstanding and not yet complete, as recommended and confirmed by Approvals and Implementation Committee. In such an event, a list of outstanding items shall be appended with the Provisional Certificate.

p) SETTLEMENT OF DISPUTES

Any disagreements, differences, controversies, disputes, or claims arising out of or relating to the MoU, or the breach, termination, or invalidity thereof (a "dispute"), ASI and Smārak Sārathī / Smārak Sāthī shall use their best efforts to settle promptly such dispute through direct negotiation.

Any dispute that is not settled within 60 (sixty) days of receipt of notice by either party, it will be resolved through consultation between the DG, ASI, and the Executive Head of Smārak Sārathī / Smārak Sāthī or their duly authorized representatives. Each party will give full and sympathetic consideration to any proposal advanced by the other to settle amicably any matter for which no provision has been made or any controversy as to the interpretation or application of the MoU and

programme guidelines.

If the dispute is not settled even after the consultation between DG, ASI, and the executive head of Smārak Sārathī / Smārak Sāthī, it may be resolved through consultation with the Secretary, Ministry of Culture. A written notice may be sent to the Secretary, Ministry of Culture by DG, ASI, or the Smārak Sārathī / Smārak Sāthī, seeking consultation for resolution of the dispute. The decision made by the Secretary, Ministry of Culture in this regard shall be final and binding on both parties.

q) MANAGEMENT STRUCTURE

To select and shortlist Smārak Sārathī / Smārak Sāthī, provide approval to their proposals, monitor the programme process at regular intervals and to ensure corrections in its implementation, a management structure has been provided under this programme.

The management structure would consist of the following committees:

- Directions and Oversight Committee
- Approval & Implementation Committee

a. Directions and Oversight Committee

i. Committee Composition

1	Secretary, Ministry of Culture	Chairperson
2	Director General, Archaeological Survey of India	Member
3	Director General, Ministry of Tourism	Member
4	Joint Secretary, Culture (ASI)	Member
5	Financial Advisor	Member
6	Member Secretary, National Culture Fund	Member

ii. Indicative Roles & Responsibilities

The Directions and Oversight Committee will perform the following roles and responsibilities during the entire duration of the Adopt a Heritage 2.0 programme:

1. Provide overall guidance on the programme
2. Coordinate to oversee all operations, steer, and review and monitor overall performance of the programme
3. Oversee the planning, execution, and operating procedures of the programme Periodical oversight and review of the programme
4. Coordination among the Ministry of Culture/Tourism/other ministries (as the case may be)
5. Extending recommendations on selection, retention as well as expunction of the Smārak Sārathī / Smārak Sāthī
6. Provide guidance on specific issues relating to the programme
7. Provide guidance to the Executing/Implementing Agencies (of the selected 'Smārak Sārathī / Smārak Sāthī') in the implementation of works related to provisioning and development of the amenities at the adopted CPMS
8. Provide guidance to the Executing/Implementing Agencies (of the selected 'Smārak Sārathī / Smārak Sāthī') in the Operations and Maintenance of the adopted CPMS

b. Approval & Implementation Committee

i. Committee Composition

1	Director General, Archaeological Survey of India	Chairperson
2	Additional Director General, Conservation	Member
3	Additional Director General, World Heritage	Member
5	Additional Director General/ Joint Director General, Monuments	Member
6	Director, Monuments	Member
7	Regional Director(s) of the various circles involved	Member
8	Superintending Archaeologist(s) of the various circles involved	Member

ii. Indicative Roles & Responsibilities

The Approval & Implementation Committee will perform the following roles and responsibilities during the entire duration of the Adopt a Heritage 2.0 programme:

1. Provide all the approvals required for the implementation of the programme efficiently. All the approvals shall be aligned with AMASR Act 1958, its amendment, and ASI guidelines.
2. Enunciate the vision and chalk out the road map for the programme and provide platform for exchange of ideas
3. Conduct regular quality checks of the ongoing works at the adopted CPMS
4. Select the 'Smārak Sārathī / Smārak Sāthī' from the list of applicants after evaluation
5. Oversee the planning, sanctioning and execution of the programme sites and the overall monitoring
6. The committee holds the power of termination of MoU in case of non-compliance of guidelines, or any other reason of non-performance, violation of the Act
7. Deliberation on the recommendations of the Direction Committee on selection, retention as well as expunction of the Smārak Sārathī / Smārak Sāthī
8. Guide the selected 'Smārak Sārathī / Smārak Sāthī' for getting the necessary clearances, approvals, and NOCs
9. Assist the Smārak Sārathī / Smārak Sāthī in the 'joint inspection' exercise in each of the adopted CPMS for the 'Need-Gap' Analysis
10. Recommend mid-course corrections in the implementation tools and processes Periodic review of the overall programme progress
11. Review overall programme and its progress/ progress reports received from Smārak Sārathī / Smārak Sāthī periodically

c. Selected Smārak Sārathī / Smārak Sāthī

The selected Smārak Sārathī / Smārak Sāthī shall be responsible for the provisioning/ development/ maintenance of the selected amenities at their respective adopted CPMS as agreed and approved by ASI by means of signed MoU.

i. Indicative Roles & Responsibilities

1. Prepare a detailed amenities document for all the centrally protected monuments and sites for which they plan to become Smārak Sārathī / Smārak Sāthī
2. Obtain necessary approvals, clearances, NOCs etc. with the guidance of the Approval & Implementation Committee
3. Carry out agreed upon work (provisioning or operation & maintenance or all the work) as per the signed MoU
4. Assist the Approval & Implementation Committee in the mid-course corrections and provide feedback in a periodic manner
5. Submit quarterly progress/ service delivery reports on activities
6. Produce a statement of accounts duly certified and signed by Chartered Accountant empaneled by CAG on half-yearly basis

d. Project Management Consultant

The Consulting team appointed by Archaeological Survey of India (ASI) to provide the necessary support in implementation of the Adopt a Heritage 2.0 programme and management of the Smārak Sārathī / Smārak Sāthī, shall be called the Project Management Consultants (PMC).

i. Indicative Roles & Responsibilities

1. Preparation of Bidding Documents
2. Assisting ASI in shortlisting and evaluation of proposals from Smārak Sārathī/Smārak Sāthī
3. Coordinating with the Smārak Sārathī/Smārak Sāthī for proposal presentations and then on a monthly/periodic basis through email/ phone/virtual and in-person meetings to ensure seamless implementation of the programme
4. Identifying the challenges encountered by Smārak Sārathī/Smārak Sāthī' while implementing the MoU
5. Facilitating expedition of the processes for speedy implementation of the MoU
6. Assisting Approval & Implementation Committee with the smooth implementation of the programme, identifying stakeholders, reviewing & providing feedback on progress reports

r) GOVERNING OF LAW JURISDICTION

The MoU will be governed by and construed and enforced in accordance with the laws of India/ rules and law promulgated by the concerned State Government. Any action brought by either party against the other concerning the transactions contemplated by this MoU shall be brought only in the courts of NCT of Delhi. Irrespective of the place of course of action of the location of the CPMS, courts in Delhi alone shall have exclusive jurisdiction in all matters arising out of or during the course of operation of this MoU.

s) INDEMNITY CLAUSE

The Smārak agrees to exercise adequate precautions in executing the Roles & Responsibilities defined herein. In the provision of the roles and responsibilities defined herein, the Smārak will indemnify and hold harmless against any claim for damages, the **Ministry of Culture, and Archaeological Survey of India** as a result of any claims or proceedings brought against them by the first party, which arises from activities performed by the Smārak... pursuant to this MoU.

t) PUBLICITY & AWARENESS

The **Ministry of Culture/ ASI** shall have the right to review within a reasonable period of time, before issuance of any advertisement, press release, or any other public statements with respect to the activities contemplated herein; the **Ministry of Culture/ ASI** prior to press release / publication shall be provided with a copy thereof and be given a minimum of 7 (seven) days' time to comment, modify or restrict the publication of such advertisement, public statement or press release.

IN WITNESS THEREOF the parties set their respective hands on this MoU on the date, month and year first written above.

1. SIGNED AND DELIVERED for and on behalf of the above ARCHAEOLOGICAL SURVEY OF INDIA (FIRST PARTY)

By

Name:

Designation:

WITNESS:

(i)

(ii)

2. SIGNED AND DELIVERED for and on behalf of the above Name of Smārak Sārathī / Smārak Sāthi (SECOND PARTY)

By

Name:

Designation:

WITNESS:

(i)

(ii)

12 ANNEXURE 3: Pakka Chitṭhā

<Name of the monuments> located in <Name of the State>

S. No.	Group of Amenity	Name of Amenities	Expansion of Amenity	Nature of Implementation (Provide/Develop/O&M)	Description of work (material, details, etc.)	No. Of Units (Amenity)	Capital Cost (INR in Cr.)	O&M Cost (INR in Cr.)
1	Hygiene	Toilets	Male					
			Female					
			Divyang					
		Drinking Water	Water kiosk (purified and cooled water)					
		Baby care room						
		Waste Management	Garbage bins					
			PET crushing machine					
		Shoe Cover						
		E - rikshaw/ ferry / e-carts						
		Barrier free access	Ramps					
			Wheelchairs					
			Lifts (in lieu of non-feasible ramps)					
		Signage	PNB					
			CNB (multilingual including Braille version)					
		Signage	Directional					
	Wi-Fi Facility							
	Parking							

S. No.	Group of Amenity	Name of Amenities	Expansion of Amenity	Nature of Implementation (Provide/Develop/O&M)	Description of work (material, details, etc.)	No. Of Units (Amenity)	Capital Cost (INR in Cr.)	O&M Cost (INR in Cr.)
		Soft Landscape						
3	Safety	First Aid (including life savingjacket)						
		CCTV surveillance						
		Lighting & Illumination	with GreenDG Sets					
			Renewable source of energy					
		Cloak Room						
4	Knowledge	Sales Counter	Souvenir					
			Publication					
			Cafeteria					
		Interpretation tools	Audio Visual/Multi Media Room					
			Audio Guide/App Based Guide					
		Cultural/ Light & Sound Show						

To – Date of Commencement of Work.

(The Smārak Sārathī / Smārak Sāthī agrees to carryout complete execution, operations and maintenance of the amenities taken up as a part of the programme, including payment of utility bills for the period of this MoU

13 ANNEXURE 4: Work Schedule for <Name of the Monument> located in <Name of the State>

S.No.	Group of Amenity	Name of Amenities	Expansion of Amenity	Expected Start Date (DD/MM/YYYY)	Expected End Date (DD/MM/YYYY)	Duration in Months		
1	Hygiene	Toilets	Male					
			Female					
			<i>Divyang</i>					
		Drinking Water	Baby Care Room	Waste Management	Water kiosk (purified & cooled water)			
					Garbage bins			
					PET crushing machine			
					Shoe cover			
2	Accessibility	Approach Pathway with tactile strip						
		E-rickshaw/ferry/e-carts						
		Barrier free access	Ramps					
			Wheelchairs					
			Lifts (in lieu of non-feasible ramps)					
		Signage	PNB					
			CNB (multilingual including Braille version)					

S.No.	Group of Amenity	Name of Amenities	Expansion of Amenity	Expected Start Date (DD/MM/YYYY)	Expected End Date (DD/MM/YYYY)	Duration in Months
			Directional			
		Wi-Fi Facility				
		Parking				
		Soft Landscape				
3	Safety	First Aid (including lifesaving jacket)				
		CCTV surveillance				
		Lighting & Illumination	with Green DG Sets			
			Renewable source of energy			
		Cloak room				
4	Knowledge	Sales Counter	Souvenir			
			Publication			
			Cafeteria			
		Interpretation tools	Audio Visual/ Multimedia Room			
			Audio Guide/App Based Guide			
		Cultural/Light & Sound Show				

Note: The work schedule shall also be represented through the Gantt Chart

14 ANNEXURE 5: Quarterly Progress Report Section 1: General Information

Quarterly Progress Report- #	
Quarter Starting From: DD/MM/YYYY To: DD/MM/YYYY	
Name of the Centrally Protected Monument	
Name of the Region	
Name of the Circle	
Ticketed (Yes/No)	
Name of the Company/Agency	
Date of MoU signed	
Duration/ End date of MoU	
Plan of Action/ Comprehensive Plan Submission (Yes/No)	
Others (Addendum/Amendment/Corrigendum Status)	

Section 2: Programme Status Update as per Pakka Chitṭhā and Plan of Action/ Comprehensive Plan

S. No.	Group of Amenity	Name of Amenity	Expansion of Amenity	Start Date (DD/MM/YYYY)	Expected Duration (in months)	Status update of the work	Issues if any
1							

Note: Amenity wise photos to indicate status update of the work shall be attached by Smārak Sārathī / Smārak Sāthī

Section 3: Details on Investment Incurred

S. No.	Group of Amenity	Name of Amenity	Expansion of Amenity	Capex in INR (previous quarter)	Opex in INR (previous quarter)	Capex in INR (Current quarter)	Opex in INR (Current quarter)
1							

Section 4: Quarterly Progress Report

Quarter	Date of submission
Quarter 1	DD/MM/YYYY

15 ANNEXURE 6: Proposed Branding Requirement for Name of the monument located in Name of the State

Branding of Smārak Sārathī/Sāthī in form of its acknowledgment with limited visibility, signage is permissible at the monument indicating the work undertaken at that monument by **<Name of the agency>** under Adopt a Heritage 2.0 programme. Sizes and designs of the said signage shall be as per these guidelines and shall need to be approved by the Approval and Implementation Committee prior to the installation at the site.



Archaeological Survey of India

Ministry of Culture

Dharohar Bhawan

24, Tilak Marg New Delhi - 110001