EXPRESSION OF INTEREST-CUM-REQUEST FOR PROPOSAL FOR APPOINTMENT OF PROJECT MANAGEMENT UNIT (PMU)

The Expression of Interest-cum-Request for Proposal is invited for technocommercial bid from eligible firms/ agencies for Appointment of Project Management Unit (PMU) for providing advisory services to Department of Tourism, Government of Odisha. EOI-cum-RFP document can be obtained between 1100 hours and 1700 hours on all working days from the Authority i.e. Directorate of Tourism, Paryatan Bhawan, Museum Campus, Bhubaneswar, Odisha from 17.08.2017 to 20.09.2017. The document can also be downloaded from the official website of the Authority http://www.odishatourism.gov.in/?q=tender.

Director & Addl Secretary to Govt.
EXPRESSION OF INTEREST CUM REQUEST FOR PROPOSAL (EOI CUM RFP)

FOR

Appointment of Project Management Unit (PMU)

to Department of Tourism, Government of Odisha

Directorate of Tourism, Paryatan Bhawan, Museum Campus
Bhubaneswar - 751 014
Tel.No. +91 674 2432177
email: oritour@gmail.com

Dated: 17.08.2017
1. INTRODUCTION

India is fast emerging as an important tourism destination in the World. The ‘Incredible India Campaign’ has attracted worldwide attention. Odisha in spite of being the “Soul of Incredible India” and despite a strong cultural and religious heritage, varied natural attractions currently plays a comparatively small role in the World Tourism scene. In order to achieve its objectives to promote Sustainable Tourism with a view to create employment opportunities and to bring about socio-economic benefits to the community and to preserve, enrich and promote Odisha’s unique cultural heritage, natural resources and environment with a view to achieve sustainable development; addressing the regulatory & tourism promotion/ development functions in PPP mode at all levels, in an effective & well-coordinated manner. Directorate of Tourism, Government of Odisha (Authority) has decided to engage a Programme Management Unit (PMU) to carry out investment promotion and destination marketing and provide project management, policy support, support in central Government implementation, coordination and monitoring support etc.

2. REQUEST FOR PROPOSAL

The Directorate of Tourism, Government of Odisha (the “Authority”) is issuing this Expression of Interest cum Request for Proposal (EOI cum RFP) to request techno-commercial bids from interested and eligible firms/ agencies/ organizations (the “Applicants”) for appointment as Program Management Unit (PMU) in the Directorate of Tourism in Odisha for a period of 36 months. Brief background about the Authority, its objective and the detailed procedure for submission of BID along with the bid process has been given at Annexure-I. The prescribed format for submission of BID is at Annexure-II. Draft MOA is at Annexure-III, which is to be executed by the successful Bidder after selection.

2.1 EARNEST MONEY DEPOSIT

The bid must be accompanied by a refundable Earnest Money Deposit (EMD) of Rs.100,000/- (Rupees one lakh only) and a non-refundable Bid-document Processing Charges of Rs. 10,000/- (Rupees ten thousand only) separately in the form of Demand Drafts drawn in favour of “Director Tourism”, payable at Bhubaneswar. After selection of the suitable applicant for appointment as PMU, the amount of EMD shall be refunded to the unsuccessful Bidders. The EMD of the successful Bidder shall be refunded to the successful bidder immediately upon furnishing the Performance Guarantee).

2.2 SCOPE OF WORK

The PMU will work in tandem with the existing directorate staff with focus on monitoring and evaluation of new and existing projects and create a robust database for all the projects undertaken by the department.

The selected applicant shall provide dedicated Key Personnel and work directly under the Directorate of Tourism, Government of Odisha and shall be responsible, amongst others, for the following services:

- Investment promotion and infrastructure management
• The PMU shall assist Department of Tourism, Government of Odisha and its various agencies in carrying out investment promotion of the sector amongst prospective investors within India and internationally.

• PMU shall assist Department of Tourism in creating an Investment Promotion Calendar including schedule for organising roadshows/ workshops/ seminars related to Tourism and participation in various key global and domestic events related to the sector.

• PMU shall reach out to potential investors and engage with them to discuss the incentive framework available for the tourism units in the state and assist them in submitting applications and obtaining clearance from the applicable Single Window Authority.

• The PMU shall advise Department of Tourism in institutionalising the Special Single Window Clearance Authority to clear investment proposals worth less than INR 50 Crore, as per the provisions of the Odisha Industrial (Facilitation) Act 2004.

• PMU shall prepare execution strategy for implementation of projects identified as part of Tourism circuits, Religious Circuits, Swadesh Darshan, Rural Tourism Clusters and other schemes supported by Central and State.

• PMU will facilitate in appraisal of all proposals received under the Industrial Policy resolution and/or State Tourism Policy or any other policy/ scheme related to promoting development of tourism in the State.

• PMU will assist the Department in awareness programs/ roadshows for potential investors in the tourism sector in the state.

• PMU will support Authority in creating specific schemes to design new incentives in addition to State Tourism Policy for identified eligible units.

• PMU will assist Authority in implementation of various projects approved by Ministry of Tourism, Government of India for the state including preparation of Detailed Project Reports as per the guidelines by Ministry of Tourism.

• PMU will identify various sources of funds for projects from Ministry of Tourism and other schemes of Government of India and Odisha.

• PMU shall facilitate in getting all necessary approvals from Ministry of Tourism and provide support in necessary documentation for obtaining assistance under various schemes like scheme for assistance for large revenue generating projects, scheme for organizing fair & festival and tourism related events, scheme for rural tourism, Centrally Government Viability Gap Funding scheme for Public Private Partnership projects or any other scheme wherein support for Department or any specific project can be obtained.

• PMU will assist the Authority in effective Project Management by preparing standard project monitoring charts for physical and financial progress of projects (excluding construction supervision).

• PMU will compile and analyse the financial and commercial data relating to the various Projects under execution and appraise the Authority of any delays/ issues in implementation. Create a dashboard that will highlight the status of all projects – new and under execution for review of the Authority.

• PMU will appraise the Authority and monitor efficient and time bound utilization of funds disbursed under State or any other Centre Government scheme.
To prepare reports on progress of Ministry of Tourism schemes in State covering utilization certificates, quarterly progress reports.

The PMU shall identify new projects on novel or established ideas to supplement the existing projects and assist the state in reaching out and attracting maximum tourists to the identified tourist spots of the State.

PMU shall assist the Authority in implementation of the projects including liaison and co-ordination with other concerned departments in relation to the identified projects and advising on the various options on commercial and capital structuring, especially with reference to local Applicable Laws.

The PMU shall also create a bespoke strategy for promotion of investments in marquee tourism destinations such as Shamukha Beach project, Talasari beach, Chilika Lake etc and pursue the same

PMU shall assist the department in reviewing and providing comments on the DPRs prepared by the technical consultants appointed by the Authority for a particular project.

Promotional campaign and coordination & follow up of events

Media and promotional campaign management
- To work out a Tourism promotion plan for Dept of Tourism, Developing Tourism Products, Branding and provide inputs on design aspects
- Analyse proposals received from print media, AV media, audio channels, Digital platforms and strategic publicity agencies.
- Assist in management of promotional campaign program by working out prospective promotional avenues.
- Comparative analysis of tourism promotional (media and strategic publicity) campaigns of other states and countries and providing insights to Department of Tourism in these matters.
- Assist in preparation of documents for EoI/ RFP for media plan.
- Contacting various publications and media houses/ publicity agencies for promotional campaigns and help in analysing the proposals of such agencies.
- Assist in preparation of documents for selection of event management agencies
- To assist in finalizing content creation modalities and vetting content created by professional agencies.

Events:
- Appraise about the best and useful tourism events.
- Assist by way of providing statistics and insights about the utility of participation in particular events
- Booking of space and coordination with event management agencies
- Comparative analysis of promotional methodology of different states and countries as regards participation in different events, client handling and follow up
- Assist in responding to emails and other communications relating to promotional matter.
- To assess the impact of promotional campaigns
- Assist Authority in managing its social media accounts
• Support the Authority and its agencies and co-ordinate with various Travel and Tour Operators in the state for marketing and promotion of tour packages
• Provide planning and infrastructure advisory to the Authority and its agencies for its various properties and projects across the State
• Assist the Authority in Other activities as assigned by the Department

2.3 EVALUATION METHODOLOGY: The applicant selected to perform the above mentioned scope needs technical expertise and experience in similar Project Management and shall be in compliance with the minimum requirements as mentioned in section 2.4.

The technical capability and experience of the applicant is important for a project of this tenure and nature, the applicant will be selected based on combined Techno-Commercial evaluation of the proposal in the ratio of 70% (Technical) and 30% (Commercial).

The applicant would be evaluated on the basis of Section 2.6 and only those bidders who score more than 70% marks (i.e 49 marks out of 70) in the technical evaluation will be considered for opening of commercial bid. The commercial bids will be evaluated on a score 0 to 30. L1 will get 30 marks and the others will get marks in proportion to be Bid. Thus, if the quote of L1 is Rs. X and L2 is Rs. 2X, then L2 will get 15 marks.

The applicant obtaining the highest combined Techno-Commercial score will be the selected to set up the PMU.

2.4 ELIGIBLE AGENCIES

The agencies intending to Bid for appointment as PMU shall fulfil the following eligibility conditions:

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<thead>
<tr>
<th>Sl.</th>
<th>Applicant Eligibility</th>
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<tbody>
<tr>
<td>a</td>
<td>Should be a reputed consulting applicant with a track record of providing consulting/advisory services for more than ten years. The Unit should submit a copy of the certificate of incorporation to that effect.</td>
</tr>
<tr>
<td>b</td>
<td>Should have an average annual turnover of Rs. 100 crore from consulting/advisory during each of the last three years. The audited copy of the financial statements should be submitted.</td>
</tr>
<tr>
<td>c</td>
<td>Turnover from Government Consulting Services: The bidder should have a minimum annual turnover of INR 50 crore from Government consulting services in India in each of the last three financial years</td>
</tr>
<tr>
<td>d</td>
<td>Should have undertaken minimum two assignments as a Program/Project Management Unit with Central and State Government with a minimum fee of Rupees One Crore. Documentary evidence in form of signed agreements should be submitted.</td>
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<tr>
<td>e</td>
<td>Should have undertaken minimum five long term (&gt; 1 year) engagements with State Governments for Investment Promotion and Tourism development. Documentary evidence in form of signed agreement should be submitted.</td>
</tr>
</tbody>
</table>
2.5 KEY PERSONNEL

The Consultancy Team shall consist of the following key personnel (the “Key Personnel”):

- **Investment Facilitation Expert**: Should be an MBA (M) and equivalent with minimum eight five years’ of relevant professional experience and should have successfully executed at least three Investment promotion mandates.

- **Infrastructure Specialist**: Should be a Masters in Planning/ Architecture with minimum seven years’ of relevant professional experience and should have successfully executed at least five planning/ area development projects in the Tourism Sector.

- **Communication Expert**: Should be Graduate in any discipline with minimum three years of experience in Branding, Design, Website/ App Management and Social Media management with at least 2 State Governments.

- **Media & Marketing expert**: Should have minimum 5 years’ experience in a media house in the creative or marketing side. Should be a post graduate, preferably a PG diploma in journalism /mass communication /MBA (Marketing). Candidate having experience in working on similar assignments in a PMU of government will be preferred.

2.6 BID EVALUATION

The technical Bid will be evaluated on a scale of 70, and the break up for each criterion would be as follows:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Max. Marks</th>
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<tbody>
<tr>
<td>a) Minimum Annual Turnover from consulting/advisory over the last three years</td>
<td>10</td>
</tr>
<tr>
<td>b) Firm’s Experience of working on at least 2 engagements as a Program/Project Management Unit with Central and State Government with a minimum value of Rupees 1 crore combined. 8 marks for 2 credentials and 1 each for additional furnished. Max 10 marks</td>
<td>10</td>
</tr>
<tr>
<td>c) Firm’s Experience of long term (&gt; 1 year) engagements with Central/State Governments or PSUs for Tourism Promotion. 2 marks for each engagement . maximum 10 marks.</td>
<td>10</td>
</tr>
<tr>
<td>d) Experience of key personnel</td>
<td>20</td>
</tr>
<tr>
<td>Investment Promotion Expert</td>
<td>8 marks</td>
</tr>
<tr>
<td>Infrastructure Specialist</td>
<td>5 marks</td>
</tr>
</tbody>
</table>

5 marks for at least five Investment promotion mandates
3 marks for at least three large PMU projects with State Governments
5 marks for at least five planning/ area development projects in the Tourism Sector
4 marks for at least four projects related to Destination Development, Tourism Product Marketing and Tourism Product Development with at least 1 State Government

3 marks for experience in Branding, Design, Website/ App Management and Social Media management with at least 2 State Governments

Approach and methodology for completing the assignment

To be awarded for a thorough understanding of the requirement and innovative approaches in handling the scope of work outlined through a Technical presentation before Evaluation Committee

2.7 COMMERCIAL BID

The Applicant should quote lump sum monthly professional fee for consulting services that shall include all out of pocket expenses but will be exclusive of all applicable taxes.

2.8 SALE OF RFP DOCUMENT

RFP document can be obtained between 1100 hours and 1700 hours on all working days from the Authority i.e. Directorate of Tourism, Paryatan Bhawan, Museum Campus, Bhubaneswar, Odisha from 17.08.2017 to 20.09.2017. The document can also be downloaded from the official website of the Authority http://www.odishaturismo.gov.in/?q=tender

2.9 BID SUBMISSION

The proposals/ bids may be addressed to Director & Addl. Secretary to Government, Directorate of Tourism, Paryatan Bhawan, Museum Campus Bhubaneswar. The complete proposals/ bids should the office of Authority, Bhubaneswar reach on or before 5.00 PM on 20.09.2017.

2.10 VALIDITY OF THE PROPOSAL

The proposal shall be valid for a period of 180 days from the bid submission date as mentioned in section 2.9

3. PRE-BID MEETING

A pre-bid meeting will be held on 30.08.2017 at 11.00 AM in the Conference Hall of Paryatan Bhawan, Lewis Road, Bhubaneswar of the Authority to provide clarifications, if any.

4. DISQUALIFICATION OF THE APPLICANT

The applicant shall be disqualified if it is discovered that it has wrongly stated/manipulated the facts and figures in the proposal at any stage before the award of the assignment. Any applicant/ Unit trying to influence the evaluation process by any means shall be disqualified. Earnest Money Deposited would be forfeited in such a case.
5. KEY DATES

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Events</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Start date for Issuance/sale of RFP Document</td>
<td>17.08.2017</td>
</tr>
<tr>
<td>2</td>
<td>Last date for issuance/sale of RFP Document</td>
<td>20.09.2017</td>
</tr>
<tr>
<td>3</td>
<td>Last date for Submission of Queries</td>
<td>31.08.2017</td>
</tr>
<tr>
<td>4</td>
<td>Pre-Bid Conference</td>
<td>30.08.2017</td>
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<tr>
<td>5</td>
<td>Reply to Pre-Bid Queries</td>
<td>31.08.2017</td>
</tr>
<tr>
<td>6</td>
<td>Issue of Corrigendum if any</td>
<td>01.09.2017</td>
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<tr>
<td>7</td>
<td>Last date and time for Proposal submission</td>
<td>20.09.2017 upto 5.00 pm</td>
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<tr>
<td>8</td>
<td>Date and time for opening of Technical bids</td>
<td>21.09.2017 at 11.00 AM</td>
</tr>
<tr>
<td>9</td>
<td>Date and time for opening of Commercial bids</td>
<td>21.09.2017 at 4.30 PM</td>
</tr>
</tbody>
</table>

For further details and queries, please contact the undersigned.

**Director & Addl. Secretary to Govt.**
Directorate of Tourism
Paryatan Bhawan
Museum Campus, Bhubaneswar
Tel.No. (0674) 2432177
email: oritour@gmail.com
1. Background:

India is fast emerging as an important tourism destination in the world. The 'Incredible India Campaign' has attracted worldwide attention. Odisha in spite of being the "Soul of Incredible India" and despite a strong cultural and religious heritage, varied natural attractions currently plays a comparatively small role in the World Tourism scene. In order to achieve its objectives to promote Sustainable Tourism with a view to create employment opportunities and to bring about socio-economic benefits to the community and to preserve, enrich and promote Odisha's unique cultural heritage, natural resources and environment with a view to achieve sustainable development; addressing the regulatory & tourism promotion/development functions in PPP mode at all levels, in an effective & well-coordinated manner. Directorate of Tourism, Government of Odisha (Authority) has decided to engage a Programme Management Unit (PMU) to provide project management, policy support, support in central Government implementation, coordination and monitoring support etc.

2. Bidding Procedure

The Unit fulfilling the eligibility conditions as laid down in Section 2.3 in this RFP shall submit the Bids in three separate covers (as per the format given in Annexure II), as follows:

**Cover (A)** would include the Technical Bid i.e. the proposal and documents in support of the eligibility conditions as mentioned above.

**Cover (B)** would include the Commercial Bid.

**Cover (C)** would include the EMD and Bid Processing Fees.

2.2 Submission of Bids

The envelopes should be super-scribed as "Expression of Interest cum Request for Proposal for Appointment of Project Management Unit (PMU) for Investment Promotion Advisory to Department of Tourism, Government of Odisha – Technical Bid/Commercial Bid" as the case may be. EMD and Bid Processing Fee shall be submitted in a separate small envelope clearly marked "EMD and Bid Processing Fees"
The three envelopes (Technical Bid, Commercial Bid, EMD and Bid Processing Fees) should be enclosed in a large cover super-scribed as "Expression of Interest cum Request for Proposal for Appointment of Project Management Unit (PMU) for Investment Promotion Advisory to Department of Tourism, Government of Odisha".

Every sheet and all forms complete in all respect shall be signed by the person / persons duly authorized to sign on behalf of the applicants. Any/ all corrections made in the offer shall be duly authenticated by the signature of the authorized signatory.

3. Terms of Payment

Payment of professional fee will be made on monthly basis upon the submission of an invoice backed by Monthly Progress Reports outlining the areas covered in Section 2 of this Annexure of RFP. Payment of professional fees would be made within two weeks of submission of invoices.

4. Penalty Clause

For non-performance, the following, all or any penalties may be imposed on the selected Unit

(i) Forfeiture of Bank Guarantee in case of any midway unilateral withdrawal from the assignment.
(ii) EMD will be forfeited in case of any midway unilateral withdrawal from the Bidding process.
(iii) On account of circumstances beyond the control of the PMU like natural calamities and any other unforeseen events and upon formal notification, the Department may give time to the PMU to complete the activities and in such a case will not hold up the payment that is due for a particular month.

5. Period of the Assignment

The tenure of assignment / contract would be for a period of 36 (thirty six) months from the date of signing of agreement.

6. Performance Security Deposit

After selection of suitable applicant as PMU, the amount of EMD shall be refunded to the unsuccessful bidders. The EMD of the successful Bidder shall be retained by Authority till the signing of agreement.

In addition, performance security shall be obtained from the selected applicant in the form of bank guarantee to the tune of 5% of the contract value (Professional fee as calculated for 36 months). Performance security in the form of bank guarantee shall initially be valid till the end of the agreement and in case the assignment extends beyond the period, the validity of the bank guarantee shall be suitably extended.
7. **Validity of Bid**

The application Bid shall be valid for a period of 180 days from the last date of submission of application.

8. **Withdrawal/Amendment to Bid**

At any time prior to the last date of receipt of Bids, the Department, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment. In order to provide prospective Bidder reasonable time in which to take the amendment into account in preparing their Bids, the Department may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the invitation to RFP.

The Department reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal, without assigning any reasons.

9. **Rejection of Application/Bid**

The application / Bid for appointment as PMU is liable to be rejected, if:

- a) It is not received in proper sealed cover with superscription as indicated above.
- b) It is not in prescribed form and not containing all required details/information/documents.
- c) It is not properly signed.
- d) It is received after the due date and time.
- e) Bid is received by telex, fax, telegram or e-mail.
- f) Bid received without cost of Bid document and EMD.

10. **The Authority reserves the right to:**

- a) To reject any/all application without assigning any reasons thereof
- b) To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the Authority
- c) To include any other items in the Scope of Work at any time after consultation in the pre-Bid meeting or otherwise during the course of implementation of the mentioned scope of work.
Annexure - II

Bid Letter Pro-forma

To

Director & Addl. Secretary to Government
Directorate of Tourism
Paryatan Bhawan
Museum Campus, Bhubaneswar

Sub: Appointment of Expression of Interest cum Request for Proposal for Appointment of Project Management Unit (PMU) for Investment Promotion Advisory to Department of Tourism, Government of Odisha.

Sir,

The undersigned having read and examined in detail all the BID documents for appointment of Project Management Unit (PMU):

1. Technical Bid:

<p>| | |</p>
<table>
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<tbody>
<tr>
<td>1</td>
<td>Name of the Consultancy Unit</td>
</tr>
<tr>
<td>2</td>
<td>Address</td>
</tr>
<tr>
<td>3</td>
<td>Name of the contact person to whom all references shall be made regarding this Bid</td>
</tr>
<tr>
<td>4</td>
<td>Designation of the person to whom all references shall be made regarding this Bid</td>
</tr>
<tr>
<td>5</td>
<td>Address of the person to whom all references shall be made regarding this Bid</td>
</tr>
<tr>
<td>6</td>
<td>Telephone(with STD code)</td>
</tr>
<tr>
<td>7</td>
<td>Mobile No. of the contact person</td>
</tr>
<tr>
<td>8</td>
<td>E-mail of the contact person</td>
</tr>
<tr>
<td>9</td>
<td>Fax No. (with STD code)</td>
</tr>
</tbody>
</table>
2. Documents forming part of the bid

(a) Technical Bid:

- EMD and Bid processing fee
- Applicant Proposal
  - Applicant / company profile.
  - Certified copy of Certificate of Incorporation of the Applicant.
  - Authenticated copy of audited balancesheet and income statement for last three years in support of annual turnover (as on 31.03.2016).
  - Details of the assignments supporting the eligibility and evaluation criteria as per Clause 2.4 and 2.6 (b) and 2.6 (d) of the EOI-cum-RFP
  - Curriculum Vitae (CVs) of the Key Personnel proposed to handle the assignment. Each CV should not exceed two A4 sized sheets. CVs should be formatted as below:
    - Passport size photo on top
    - Educational Qualifications

<table>
<thead>
<tr>
<th>Degree</th>
<th>College</th>
<th>Year Graduated</th>
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<table>
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<tr>
<th>Experience Details</th>
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<tbody>
<tr>
<td>Project/Company</td>
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Self-certified copies of the certificate for educational qualifications should be attached. In addition, Team Leader should attach a self-certified letter attesting to having the requisite leadership experience.

- Approach and methodology for completing the assignment. (Not to exceed four A4 size pages)
- Any other relevant documents.
(b) Commercial Bid:

(On the Letterhead of the Consultant)

Sub: **Appointment of Program Management Unit for Investment Promotion Advisory to Department of Tourism, GoO.**

Having gone through the RFP document and having fully understood the scope of work for the Study as set out in these documents; we are pleased to quote the following Professional fees for the Assignment:

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<tr>
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<td>In Words</td>
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</table>

The above figure is lump sum monthly professional fee for consulting services that includes all out of pocket expenses and exclusive of all applicable taxes.

Any cutting / overwriting in the Bid documents must be authenticated by the authorized signatory of the applicant Unit.

Yours faithfully

(Signature of the applicant)

(Name)  
Date--------
Place--------
This Agreement has been entered into at Bhubaneswar this .....th day of ....[MONTH], 2017

Between

(M/s ABC) incorporated in India under the ............. and having its registered / head office at ...................... (hereinafter referred to as ‘..............’ or “FIRST PARTY”) which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the FIRST PARTY.

AND

The Governor of Odisha acting through the _____,Director & Additional Secretary to Government Directorate of Tourism, having its office at ................. (hereinafter referred to as “Authority” or “SECOND PARTY”) which expression shall unless repugnant to the context of meaning thereof include its successors and assignees of the SECOND PARTY.

WHEREAS FIRST PARTY (M/s ABC) is.....................

WHEREAS SECOND PARTY:

(A) Directorate of Tourism, Government of Odisha is entrusted with the development of tourism in the state and has already come up with Tourism Policy for shaping up tourism infrastructure and promote major tourism destinations in the state.

(B) To achieve the abovementioned objective, Authority has decided to engage a Programme Management Unit(PMU)to provide project management, policy support, support in central Government implementation, coordination and monitoring support etc. The FIRST PARTY shall perform its obligations as per the details mentioned in Clause 2 of this Agreement

NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:

(1). DEFINITIONS

(a) “Approval” means approval in writing by designated officers of Authority.

(b) "Force Majeure” means any event or circumstance or combination of events or circumstances which prevents the party claiming Force Majeure (the 'Affected Party') from
performing its obligations under this MOU and which event or circumstance (i) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State of God including, but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war, riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in applicable law.

(c) “Project Management Unit” or “PMU” for purpose of this MOU means................,..., appointed as such by Authority for providing advisory services to shape up tourism infrastructure and promote major tourism destinations in the State of Odisha.

(d) “Services” shall have meaning ascribed thereto in clause 2 here to.

(e) Any other term not defined above, shall have the same meaning as described in the guidelines of the scheme.

(2). APPOINTMENT OF PMU AND SCOPE OF SERVICES

Authority hereby appoints M/s ABC and M/s ABC hereby agrees to act as ‘Programme Management Unit (PMU)’ to assist Authority in the following mentioned scope of work (Services):

- Investment promotion and infrastructure management
  - The PMU shall assist Department of Tourism, Government of Odisha and its various agencies in carrying out investment promotion of the sector amongst prospective investors within India and internationally.
  - PMU shall assist Department of Tourism in creating an Investment Promotion Calendar including schedule for organising roadshows/ workshops/ seminars related to Tourism and participation in various key global and domestic events related to the sector.
  - PMU shall reach out to potential investors and engage with them to discuss the incentive framework available for the tourism units in the state and assist them in submitting applications and obtaining clearance from the applicable Single Window Authority.
  - The PMU shall advise Department of Tourism in institutionalising the Special Single Window Clearance Authority to clear investment proposals worth less than INR 50 Crore, as per the provisions of the Odisha Industrial (Facilitation) Act 2004.
  - PMU shall prepare execution strategy for implementation of projects identified as part of Tourism circuits, Religious Circuits, Swadesh Darshan, Rural Tourism Clusters and other schemes supported by Central and State.
  - PMU will facilitate in appraisal of all proposals received under the Industrial Policy resolution and/or State Tourism Policy or any other policy/scheme related to promoting development of tourism in the State.
• PMU will assist the Department in awareness programs/roadshows for potential investors in the tourism sector in the state.

• PMU will support Authority in creating specific schemes to design new incentives in addition to State Tourism Policy for identified eligible units.

• PMU will assist Authority in implementation of various projects approved by Ministry of Tourism, Government of India for the state including preparation of Detailed Project Reports as per the guidelines by Ministry of Tourism.

• PMU will identify various sources of funds for projects from Ministry of Tourism and other schemes of Government of India and Odisha.

• PMU shall facilitate in getting all necessary approvals from Ministry of Tourism and provide support in necessary documentation for obtaining assistance under various schemes like scheme for assistance for large revenue generating projects, scheme for organizing fair & festival and tourism related events, scheme for rural tourism, Centrally Government Viability Gap Funding scheme for Public Private Partnership projects or any other scheme wherein support for Department or any specific project can be obtained.

• PMU will assist the Authority in effective Project Management by preparing standard project monitoring charts for physical and financial progress of projects (excluding construction supervision)

• PMU will compile and analyse the financial and commercial data relating to the various Projects under execution and appraise the Authority of any delays/issue in implementation. Create a dashboard that will highlight the status of all projects – new and under execution for review of the Authority

• PMU will appraise the Authority and monitor efficient and time bound utilization of funds disbursed under State or any other Centre Government scheme.

• To prepare reports on progress of Ministry of Tourism schemes in State covering utilization certificates, quarterly progress reports.

• The PMU shall identify new projects on novel or established ideas to supplement the existing projects and assist the state in reaching out and attracting maximum tourists to the identified tourist spots of the State.

• PMU shall assist the Authority in implementation of the projects including liaison and coordination with other concerned departments in relation to the identified projects and advising on the various options on commercial and capital structuring, especially with reference to local Applicable Laws.

• The PMU shall also create a bespoke strategy for promotion of investments in marquee tourism destinations such as Shamukha Beach project, Talasari beach, Chilika Lake etc and pursue the same

• PMU shall assist the department in reviewing and providing comments on the DPRs prepared by the technical consultants appointed by the Authority for a particular project.

Promotional campaign and coordination & follow up of events

Media and promotional campaign management
- To work out a Tourism promotion plan for Dept of Tourism, Developing Tourism Products, Branding and provide inputs on design aspects
- Analyse proposals received from print media, AV media, adio channels, Digital platforms and strategic publicity agencies.
- Assist in management of promotional campaign program by working out prospective promotional avenues.
- Comparative analysis of tourism promotional (media and strategic publicity) campaigns of other states and countries and providing insights to Department of Tourism in these matters.
- Assist in preparation of documents for EoI/ RFP for media plan.
- Contacting various publications and media houses/ publicity agencies for promotional campaigns and help in analysing the proposals of such agencies.
- Assist in preparation of documents for selection of event management agencies
- To assist in finalizing content creation modalities and vetting content created by professional agencies.

- Events:
  - Appraise about the best and useful tourism events.
  - Assist by way of providing statistics and insights about the utility of participation in particular events
  - Booking of space and coordination with event management agencies
  - Comparative analysis of promotional methodology of different states and countries as regards participation in different events, client handling and follow up
  - Assist in responding to emails and other communications relating to promotional matter.
  - To assess the impact of promotional campaigns
  - Assist Authority in managing its social media accounts
  - Support the Authority and its agencies and co-ordinate with various Travel and Tour Operators in the state for marketing and promotion of tour packages
  - Provide planning and infrastructure advisory to the Authority and its agencies for its various properties and projects across the State
  - Assist the Authority in Other activities as assigned by the Department

(3). RESPONSIBILITIES OF AUTHORITY AND DIRECTORATE OF TOURISM

(a) Directorate of Tourism, Government of Odisha will duly notify and inform all the relevant stakeholders including industry and industry associations, district administration, concerned Ministries/ organizations of Government of Odisha, banks and financial institutions on requirement basis about appointment of M/s ABC as PMU.

(b) Authority would provide all necessary facilitating support to M/s ABC in discharge of the services mentioned in para 2 above.
(4). PAYMENT TERMS

SECOND PARTY will pay a Professional Fee of Rs. .................to FIRST PARTY towards carrying out this assignment which will include professional fee, travel, boarding & lodging, communication, service tax and all out of pocket expenses but will exclusive of applicable taxes.

(5). COMMENCEMENT

M/s ABC shall commence the work immediately on signing of MoU /agreement.

(6). CO-ORDINATION AND MONITORING

M/s ABC would coordinate, monitor and guide implementation of projects under Scheme. M/S ABC shall submit monthly progress report to Authority on progress and seek inputs, directions and approvals, as the case may be.

(7). VALIDITY

This MOU shall be valid until and unless it is expressly terminated. During validity of MOU, Authority and .............. will take effective steps for implementation of MOU.

(8). PENALTY

For non-performance in relation to scope of work related to Second Party, following penalty would be imposed on the Second Party by First Party, until and unless such delay is condoned by First Party for valid and acceptable reasons, after due consideration:

(i) Deduction of 1% (one percent) of fee for each week of delay or part thereof, wherever any deadline is fixed.

(ii) Forfeiture of performance security in case of any midway unilateral withdrawal from the assignment.

Provided however, that such penalty shall not exceed the Performance Guarantee (5% of the Professional Fee). Provided further, that the contract may be terminated if such Penalty exceeds the Performance Guarantee, subject to provisions of Clause 11 (Termination). Provided further, that no penalty shall be payable by Second Party for delays attributable to First Party and/or project implementing agency and /or occurrence of a Force Majeure event.

(9) PERFORMANCE GUARANTEE

M/s ABC will deposit performance securing bank guarantee equivalent to 5% of the aggregate professional fee amount payable during the period of the agreement.
(10). FORCE MAJEURE

(i) Breach of MoU / Agreement
The failure of a Party to fulfill any of its obligations under MoU shall not be considered to be a breach of, or default under this MoU insofar as such inability arises from an event of Force Majeure, provided that Party affected by such an event (i) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out terms and conditions of this MoU, and (ii) has informed other Party as soon as possible about occurrence of such an event.

(ii) Extension of Time

Any period within which a Party shall, pursuant to this MoU, complete any action or task, shall be extended for a period equal to time during which such Party was unable to perform such action as a result of Force Majeure.

(11). TERMINATION

(a) Termination by Authority
Authority may terminate this MoU, by not less than thirty (30) days' written notice of termination to M/s ABC, to be given after occurrence of any of events specified in paragraphs (i) through (iii) below:

(i) if M/s ABC does not remedy a failure in performance of its obligations under MoU, within sixty (60) days of receipt after being notified or within such further period as Authority may have subsequently approved in writing;
(ii) if M/s ABC becomes insolvent or bankrupt; or
(iii) if, as result of Force Majeure, Authority is unable to perform a material portion of obligations for a period of more than sixty (60) days.

(b) Termination by PMU

PMU may terminate this MoU, by not less than thirty (30) days' written notice to Authority, such notice to be given after occurrence of any event specified below:

(i) if Authority fails to pay any money due to M/s ABC pursuant to this MOU within sixty (60) days after receiving written notice from M/s ABC that such payment is overdue; or
(ii) if, as the result of Force Majeure, M/s ABC is unable to perform a material portion of Services for a period of not less than sixty (60) days.

(c) The termination of this MoU shall not prejudice or affect in any way rights and benefits accrued or liabilities and duties imposed on parties of this MOU.
(12). MISCELLANEOUS CLAUSES

(a) **M/s ABC** shall notify to Authority of any material change in its status or shareholding, in particular, where such change would impact on performance of obligations under the MoU.

(b) Any failure or delay on part of Authority to exercise right or power under MoU shall not operate as waiver thereof.

(c) Workers, employees, staff or agents engaged or employed by or on behalf of **M/s ABC** shall neither be nor deemed to be worker, employee, staff or agents of Authority under any circumstances whatever and there is no such agreement for or regarding workers of **M/s ABC** as well as of Authority.

(d) Notwithstanding anything in this MoU, in no event shall Authority be liable under laws of contract, tort, misrepresentation warranty, negligence, strict liability or otherwise, for any special indirect, incidental or consequential damages (including loss of profit arising out of or in connection with this MoU).

(e) Neither execution and delivery by **M/s ABC** of this MoU nor performance by **M/s ABC** of its obligations hereunder will violate, conflict with, or result in breach of, or constitute a default under, any provision of law, statute, rule or regulation or any judgment, order, or decree of any court of governmental body applicable to it, or its articles of incorporation or by-laws.

(13). ARBITRATION

(a) It is hereby agreed between the two Parties that Project shall be executed in manner and form outlined in this Agreement and Scheme Guidelines. If any dispute or difference of any kind whatsoever arises between Parties in connection with or arising out of or relating to or under this Agreement or under the Scheme, the Parties shall promptly and in good faith negotiate, with a view to reaching an amicable resolution and settlement. In event no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator who shall be appointed by mutual consent of both parties. Both parties shall suggest names of three arbitrators and agree on a mutually acceptable arbitrator. The seat of arbitration shall be Bhubaneswar and arbitration shall be conducted in English language. Arbitration and Conciliation Act, 1996, shall govern arbitral proceedings.

(b) Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either
Party shall be withheld except the payment in dispute, if any.

(c) The High Court of Odisha alone shall have jurisdiction with respect to arbitration or any other dispute.

(14) Liability of Second Party

The aggregate liability of the Second Party under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total professional fee hereunder unless otherwise it is decided by any competent court or under arbitration.

(15) Indemnity

The Second Party will indemnify the First Party, for an amount not exceeding total professional fee hereunder, for any direct loss or damage that is caused due to Second Party's fraud, wilful misconduct, gross negligence, breach of confidentiality or breach of third party intellectual property rights in the performance of the services.

IN WITNESS WHEREOF the Parties thereto have put their hand this day and date first above mentioned

Signed, sealed and delivered by

For and on behalf of
Directorate of Tourism, Government of Odisha

Signed, sealed and delivered by

Representative of PMU

Witnesses:

1.

2.