GOVERNMENT OF ODISHA
DEPARTMENT OF TOURISM

No. 10715 / TSM, Bhubaneswar, dt. 30.11.2019
TCT-TSP-MISC-29/2019

EOI-CUM-RFP TO PROVIDE / BUY ADVERTISING SLOTS
FOR ODISHA TOURISM’S ELECTRONIC MEDIA CAMPAIGN

Government of Odisha through Department of Tourism, invites Proposals from reputed
advertising companies / agencies to provide or buy peak time band FCT slots at highly
competitive rates for airing 30 sec commercials of Odisha Tourism’s new campaign.

The Proposals should be submitted by interested parties to the Director Tourism,
Paryatan Bhawan Lewis Road, Bhubaneswar-751014 on or before 18.12.2019 upto 12
noon The detail terms of EOI-cum-RFP may be downloaded from our website:
https://dot.odishatourism.gov.in/?q=tender

Sd/-
Director Tourism
Department of Tourism
Government of Odisha
EOI-CUM-RFP TO PROVIDE / BUY ADVERTISING SLOTS FOR ODISHA TOURISM’S ELECTRONIC MEDIA CAMPAIGN

Issued by Department of Tourism, Government of Odisha

Paryatan Bhawan
Lewis Road,
Bhubaneswar-751014

https://www.odishatourism.gov.in/
## Contents

<table>
<thead>
<tr>
<th>Section I</th>
<th>Section II</th>
<th>Section III</th>
<th>Section IV</th>
<th>Annexure</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ELIGIBILITY CONDITIONS</td>
<td>2. SCOPE OF WORK</td>
<td>3. COST OF BID PREPARATION &amp; SUBMISSION</td>
<td>4. CLARIFICATION PERTAINING TO THIS DOCUMENT</td>
<td>BID COVERING LETTER</td>
</tr>
<tr>
<td>5. AMENDMENT TO THIS DOCUMENT</td>
<td>6. PREPARATION OF BIDS</td>
<td>7. PERIOD OF VALIDITY OF BIDS</td>
<td>8. FORMAT AND SIGNING OF BIDS</td>
<td>LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING</td>
</tr>
<tr>
<td>13. EVALUATION OF BIDS</td>
<td>14. RIGHT TO ACCEPT OR REJECT BIDS</td>
<td>15. ISSUE OF LETTER OF INTENT</td>
<td>16. SIGNING OF AGREEMENT</td>
<td>FORM-II</td>
</tr>
<tr>
<td>17. APPLICATION</td>
<td>18. STANDARDS</td>
<td>19. INTELLECTUAL PROPERTY RIGHTS</td>
<td>20. PERFORMANCE SECURITY</td>
<td>FORM-III</td>
</tr>
<tr>
<td>21. PENALTY</td>
<td>22. INSPECTION AND TESTS</td>
<td>23. DELIVERY AND DOCUMENTS</td>
<td>24. PAYMENT TERMS</td>
<td>PERFORMANCE SECURITY GUARANTEE BOND</td>
</tr>
<tr>
<td>25. CHANGES IN WORK/RELEASE ORDER/CONTRACT</td>
<td>26. SUBCONTRACTS</td>
<td>27. DELAYS IN THE AGENCY'S PERFORMANCE</td>
<td>28. LIQUIDATED DAMAGES</td>
<td></td>
</tr>
<tr>
<td>29. FORCE MAJEURE</td>
<td>30. TERMINATION FOR DEFAULT</td>
<td>31. TERMINATION FOR INSOLVENCY</td>
<td>32. ARBITRATION</td>
<td></td>
</tr>
<tr>
<td>33. SET OFF</td>
<td>34. INDEMNIFICATION</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
NOTICE INVITING EOI-cum-RFP
Department of Tourism, Government of Odisha
Paryatan Bhawan Lewis Road,
Bhubaneswar-751014

Office of Issue: DIRECTOR TOURISM, GOVERNMENT OF ODISHA
Date of Issue: 29.11.2019
Last date of receiving Queries: 03.12.2019
Date by which DoT will respond to pre-bid queries: 05.12.2019
Due Date & Time for submission of the bids: 18.12.2019 upto 12 noon
Date & Time of:
- Technical Bid Opening & Assessment: 18.12.2019, 3 PM
- Financial Bid Opening & Evaluation: Will be intimated
Venue: Paryatan Bhawan, Department of Tourism, Govt. of Odisha, Bhubaneswar

On behalf of the DIRECTOR TOURISM, GOVERNMENT OF ODISHA (hereafter called “Department”), Proposals are invited from advertising agencies to provide or buy peak time band FCT slots at highly competitive rates for airing 30 sec commercials of Odisha Tourism’s new campaign.

1. Interested Agencies must satisfy all eligibility criteria specified in this document.
2. Last date of Submission of Bids is Dt 18.12.2019 upto 12 noon. Interested Agencies may download the EOI-cum-RFP document from Department official website [https://dot.odishatourism.gov.in/?q=tender](https://dot.odishatourism.gov.in/?q=tender).
3. Bid Processing Fee: INR 5,000/- by way of Demand Draft (Non-Refundable) should be submitted along with the bid.
4. Earnest Money Deposit (EMD): INR 2,00,000/- by way of Demand Draft/ Bank Guarantee (Refundable) be submitted along with the bid.
5. The Demand Drafts/ Bank Guarantee (as applicable) should be drawn in favour of “Director Tourism” payable/ encashable at Bhubaneswar, Odisha.
SECTION II
INSTRUCTIONS TO THE AGENCIES

INTRODUCTION

1. ELIGIBILITY CONDITIONS

i. The Agency must not be blacklisted by Govt. of India or States / Central or State PSU as on the date of submission of the Bid.

ii. Any agency holding exclusive rights over advertising slots in the Electronic Media channels specified in Financial Bid format as per Form IV for a period covering FY 2019-20 and FY 2020-21 is eligible without having to satisfy the criteria 1(iii) to 1(vi).

Agencies not holding exclusive rights in accordance with 1(ii) must satisfy the criteria 1(iii) to 1(vi):

iii. The Agency must be registered in India as a Limited Company/ Partnership/ Sole Proprietorship under relevant acts. Certificate of Incorporation, PAN and GSTIN copies should be submitted.

iv. The agency should have experience in media buying of minimum 3 years (as on 1st April 2019).

v. The agency should have minimum average annual turnover from media buying activities of INR 10 crore in the each of the last three financial years (FY 2016-17,FY 2017-18 and FY 2018-19).

vi. The agency should have executed a electronic media buying projects within three years from the date of issue of this tender document, with minimum release order (R.O.) value asunder:

   a. At least one (1) project with R.O. value of minimum INR 10 crore

   OR

   b. Or at least two (2) projects with R.O. value of minimum INR 5 crore each, of which at least one should be for a government (state/ national/ foreign) client.

2. SCOPE OF WORK

i. To provide or buy peak time band FCT slots at highly competitive rates for airing 30 sec commercials of Odisha Tourism’s new campaign. The indicative channels are among, but not limited to, the following (bidders wishing to propose channels not included in the list below shall include them separately in a format similar to that of the financial proposal as per Form IV:

<table>
<thead>
<tr>
<th>TV Networks</th>
<th>Channel Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>INTERNATIONAL NETWORK</td>
<td></td>
</tr>
<tr>
<td>CNN International</td>
<td>CNN - Asia Pacific</td>
</tr>
<tr>
<td></td>
<td>CNN - Europe Middle East Africa</td>
</tr>
<tr>
<td></td>
<td>CNN - South Asia</td>
</tr>
<tr>
<td>Discovery Communication</td>
<td>Discovery Channel (UK)</td>
</tr>
<tr>
<td></td>
<td>Discovery Channel (France)</td>
</tr>
<tr>
<td>Company</td>
<td>Networks</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Discovery Channel (Thailand)</td>
<td>Discovery Channel (Singapore)</td>
</tr>
<tr>
<td></td>
<td>Discovery Channel (SAARC)</td>
</tr>
<tr>
<td></td>
<td>TLC (SAARC)</td>
</tr>
<tr>
<td>Travel XP</td>
<td>Travel XP HD India</td>
</tr>
<tr>
<td></td>
<td>Travel XP HD Europe</td>
</tr>
<tr>
<td></td>
<td>Travel XP HD Tamil</td>
</tr>
<tr>
<td></td>
<td>Travel XP 4K North America</td>
</tr>
<tr>
<td>NGC (Fox)</td>
<td>National Geographic - South East Asia (Malaysia, Thailand &amp; Singapore)</td>
</tr>
<tr>
<td>BBC Global News Ltd.</td>
<td>BBC World News - South Asia, Asia Pacific</td>
</tr>
<tr>
<td>NATIONAL NETWORK</td>
<td></td>
</tr>
<tr>
<td>Discovery Communication</td>
<td>Discovery</td>
</tr>
<tr>
<td></td>
<td>TLC</td>
</tr>
<tr>
<td></td>
<td>Animal Planet</td>
</tr>
<tr>
<td>Star India Pvt. Ltd.</td>
<td>Star Plus</td>
</tr>
<tr>
<td></td>
<td>NGC</td>
</tr>
<tr>
<td></td>
<td>Fox Life</td>
</tr>
<tr>
<td></td>
<td>Star World</td>
</tr>
<tr>
<td></td>
<td>Star Movies</td>
</tr>
<tr>
<td></td>
<td>Star Gold</td>
</tr>
<tr>
<td>Times Network</td>
<td>Times Now</td>
</tr>
<tr>
<td></td>
<td>ET Now</td>
</tr>
<tr>
<td></td>
<td>Movies Now</td>
</tr>
<tr>
<td>TV Today Group</td>
<td>Aajtak</td>
</tr>
<tr>
<td></td>
<td>Tez</td>
</tr>
<tr>
<td></td>
<td>Dilli Aajtak</td>
</tr>
<tr>
<td></td>
<td>India Today TV - Eng</td>
</tr>
<tr>
<td>NDTV</td>
<td>NDTV India</td>
</tr>
<tr>
<td></td>
<td>NDTV Prime</td>
</tr>
<tr>
<td></td>
<td>NDTV Goodtimes</td>
</tr>
<tr>
<td></td>
<td>NDTV 24x7</td>
</tr>
<tr>
<td>Travel XP</td>
<td>Travel XP HD</td>
</tr>
<tr>
<td></td>
<td>Travel XP HD Tamil</td>
</tr>
<tr>
<td>AETN TV18 Network</td>
<td>History TV18 –SD</td>
</tr>
<tr>
<td></td>
<td>History TV18 – HD</td>
</tr>
<tr>
<td></td>
<td>FYI TV 18</td>
</tr>
<tr>
<td>ABP News Network Pvt. Ltd.</td>
<td>ABP News</td>
</tr>
<tr>
<td></td>
<td>ABP Ananda</td>
</tr>
<tr>
<td></td>
<td>ABP Majha</td>
</tr>
<tr>
<td></td>
<td>ABP Asmita</td>
</tr>
<tr>
<td>ARG Outlier Media - Asianet News Service</td>
<td>Republic TV</td>
</tr>
<tr>
<td></td>
<td>Republic - Bharat</td>
</tr>
<tr>
<td>Viacom 18 Network</td>
<td>Colours SD</td>
</tr>
<tr>
<td></td>
<td>Comedy Central SD</td>
</tr>
<tr>
<td></td>
<td>Vh1 SD</td>
</tr>
<tr>
<td></td>
<td>MTV SD</td>
</tr>
<tr>
<td></td>
<td>MTV Beat SD</td>
</tr>
<tr>
<td>EPIC TV Network Pvt. Ltd.</td>
<td>Epic</td>
</tr>
</tbody>
</table>
ii. Department may appoint a third-party monitoring agency and the report by such agency shall be final. The Agency is required to inform the monitoring agency in case of change in plans, drop in/unavailability of sites etc. well in advance.

iii. Agency shall submit a quarterly report to the client including visual evidences of advertisements run on every channel covered under the campaign, with a date & time stamp sub-reports.

3. COST OF BID PREPARATION & SUBMISSION

The interested Agency shall bear all the costs associated with the preparation and submission of the Bid. Department will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the process.

4. CLARIFICATION PERTAINING TO THIS DOCUMENT

An interested Agency, requiring any clarification on the EOI-cum-RFP Document, shall notify Department of Tourism, Government of Odisha in writing and send it by e-mail/post at Department’s email/postal address indicated in the EOI-cum-RFP document. All the queries may be sent 5 hours prior to the pre-bid conference. The queries shall be answered in the conference or shall be placed on the website.

Any clarification issued by the Department in response to query raised by interested Agencies shall form an integral part of EOI-cum-RFP document and it may amount to an amendment of relevant clauses of the EOI-cum-RFP document.

5. AMENDMENT TO THIS DOCUMENT

• At any time, prior to the date of submission of Bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by an interested Agency, modify the EOI-cum-RFP documents through amendments.

• The amendments shall be notified on the Department website and will also be intimated in writing or by E-mail to all the interested Agencies on the Department
6. PREPARATION OF BIDS
The Agency shall furnish as part of the Bid documents establishing the Agency’s eligibility, the following documents or whichever is required as per terms and conditions of this document.

i. Certificate of Incorporation.
ii. Articles / Memorandum of Association / partnership deed etc.
iii. GST Registration.
iv. Copy of PAN.
v. Particulars of Agency – Proforma enclosed as Form-I.
vi. Financials as per Form-II.
vii. Documentary proof of past relevant experience as specified in Clause 1(vi) of this document, as per Proforma enclosed as Form-III – in the form of either work order, contract agreement, release order or client issued completion certificate.

viii. Financial Proposal listing the proposed properties with their quotations, as per Form-IV.

7. PERIOD OF VALIDITY OF BIDS

i) A Bid shall remain valid for 180 days from the date of opening of Bids prescribed by Department. A Bid valid for a shorter period shall be rejected by Department as non-responsive.

ii) In exceptional circumstances, Department may request the consent of the Agency for an extension to the period of Bid validity. The request and the response thereto shall be made in writing. An Agency accepting the request and granting extension will not be permitted to put any condition and/or modify its Bid.

8. FORMAT AND SIGNING OF BIDS

The Bid shall be typed or printed and all the pages numbered consecutively and shall be signed by the Agency or a person or persons duly authorized to bind the Agency to the contract. The letter of authorization shall be indicated by written power-of-attorney accompanying the Bid. All pages of the original Bid, except for un-amended printed literatures, shall be signed by the person or persons signing the Bid. The Bids submitted shall be sealed properly. THE BID SHALL BE SPIRAL BOUND.

The Bid shall contain no erasures or overwriting except as necessary to correct errors made by the Agency in which case such corrections shall be signed by the person or persons signing the Bid.

9. SUBMISSION OF BIDS

i) SEALING AND MARKING OF BIDS

Interested Agencies may submit their Bid in an envelope as detailed below:
The sealed envelope shall contain the Bid in original duly superscribed as “Bid to provide/ buy advertising slots for Odisha Tourism’s Electronic Media Campaign”, along with the name of the Bidder. The DDs of the Bid Processing Fee and the EMD must also be enclosed within the abovementioned envelope. The Financial Proposal as per format provided in FORM-IV must be enclosed in a separate envelope labeled “Financial Proposal to provide/ buy advertising slots for Odisha Tourism’s Electronic Media Campaign” along with the name of the Bidder enclosed within the abovementioned envelope.

The name and address of the Agency should be mentioned on the envelope.

Those who have downloaded this document from Department’s website must submit a demand draft of INR 5,000/- (Rupees five thousand only) from any nationalized bank in the favour of Director Tourism, payable at Bhubaneswar, Odisha

ii) LAST DATE & PLACE OF SUBMISSION OF BIDS

Bid complete in all respects may be submitted to office of Director Tourism, Govt of Odisha by 18.12.2019 upto 12.00 noon. Bid received after due date & time shall not be entertained. Bids submitted through Post or through Courier Service must reach on or before the due date and time. Any transit delay will be at the risk of the Agency. Department shall at its discretion, extend this deadline for submission of Bids by amending the EOI-cum-RFP documents, in accordance with clause 5 of Section–II, in which case all rights and obligations of Department and Agency previously subject to the deadline will thereafter be subjected to the deadline as extended.

iii) LATE BIDS

Any Bid received by Department after the deadline for submission of Bids prescribed by Department, shall be rejected and returned unopened to the Agency.

iv) MODIFICATION AND WITHDRAWAL OF BIDS

The Agency may modify/ withdraw its bid after submission, provided that the written notice of modifications/withdrawal is received by the Department prior to the deadline prescribed for submission of Bids.

The Agency’s modification / withdrawal notice should be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 8 of Section-II. A modification/withdrawal notice may also be sent by FAX but followed by the signed confirmation copy by post, so as to reach Director Tourism Department not later than the due date and time for submission of Bids.

Subject to clause 14, no bid shall be modified/withdrawn subsequent to the deadline for submission of bids.
10. BID OPENING

i) OPENING OF BIDS BY Department

Department shall open the Bids in the presence of the Agencies or their authorized representatives who choose to attend, at 3.00 PM on 18.12.2019. The Agencies’ representatives who are present shall sign in an attendance register. Letter of authorization to this effect shall be submitted by the Agencies before they are allowed to participate in Bid opening. (A Format is enclosed).

A maximum of two representatives for any Agency shall be permitted to attend the Bid opening.

The Agencies’ names, modifications, Bid withdrawals and such other details, as considered appropriate by Department will be announced at the time of opening of Bids.

If the date fixed for opening of Bids is declared a holiday, the revised date of opening will be the next working day.

11. CLARIFICATION ON BIDS

To assist in the examination and comparison of Bids, Department may, at its discretion ask any Agency for the clarification of its Bid. The request for the clarification and the response shall be in writing. However, no post Bid clarification at the initiative of the Agency shall be entertained.

Department’s decision in regard to acceptance of clarifications shall be FINAL and binding.

12. CONTACTING THE DEPARTMENT

No Agency shall try to influence Department on any matter relating to its Bid, from the time of the Bid opening till the time the contract is awarded. Any effort by any Agency to influence the Department in its proposal evaluation, comparison or award decision shall result in the rejection of the Bid.

13. EVALUATION OF BIDS

Financial Proposals pertaining to each TV Network submitted by eligible bidders will be individually evaluated, and the lowest bidder (L1) will be declared the preferred bidder for the corresponding TV Network.

14. RIGHT TO ACCEPT OR REJECT BIDS

Department of Tourism, Government of Odisha reserves the right to accept or reject any Bid, and to annul the process and reject all Bids, at any time prior to award of contract without assigning any reason whatsoever and thereby without incurring any liability to the affected Agency or Agencies on the grounds of Department action.
15. ISSUE OF LETTER OF INTENT

The issue of a letter of intent (LOI) shall constitute the intention of the Department to enter into a contract with the bidder for undertaking the assignment as specified in the Scope of Work.

The bidder shall within 7 days of issue of the letter of intent, give his acceptance along with performance security in conformity with the format provided in the Annexure of this EOI-cum-RFP document.

16. SIGNING OF AGREEMENT

Upon the furnishing of performance security by the successful bidder, pursuant to clause 20, the Department shall return the EMD to the Agency.
SECTION III
GENERAL CONDITIONS OF CONTRACT

17. APPLICATION
The general conditions shall apply in the contracts made by the Department for engaging the services to be rendered by the Agencies.

18. STANDARDS
The Agency shall abide by all relevant rules & regulations of the government as issued from time to time. The agency shall be responsible for adhering to norms of Advertising Standards Council of India (ASCI).

19. INTELLECTUAL PROPERTY RIGHTS
All rights for reproduction, editing and future use for the creative layouts accepted for release and/or released by the Department shall be with the Department unless otherwise stated explicitly & agreed by the Department at the time of accepting the layout. The Agency shall use only authorized audio-visuals. The Agency shall indemnify the Department against any third party claims of infringement of patent, copyright, trademark, industrial design or intellectual property rights arising from use of any design/model/photograph etc., if any, under the scope of contract.

20. PERFORMANCE SECURITY
Selected agencies to whom letter of intent is issued shall have to furnish a performance bank guarantee amounting to 10% of the Release Order value within 15 days after the receipt of the Letter of Award.

Performance security shall be submitted in the form of a Bank Guarantee issued by any Scheduled bank. The proforma for the Bank Guarantee is available in the Annexure of the EOI-cum-RFP document.

21. PENALTY
Performance security will be discharged by the Department after satisfactory completion of Agency’s obligation under the contract. If the Agency fails or neglects any of the bid obligations under the contract, including refusal to provide services in accordance with the Scope of Work (Clause 2 of this document) at the rates quoted by it in its Financial Proposal (FORM-IV), it shall be lawful for the Department to forfeit either whole or any part of performance security furnished by the bidder as penalty for such failure. The bond shall be extended suitably in event of extension of period of contract or till all obligations under the contract have been satisfied.

The proceedings of performance security shall be payable to the Department as compensation for any loss resulting from Agencies failure to complete its obligation under the contract.

22. INSPECTION AND TESTS
The Department or its representative shall have right to inspect the services rendered by the Agency.
Should any inspection point to the need for improvement or the alteration necessary to improve, it shall be incorporated by the agency free of cost to the Department.

Nothing in this clause shall in any way release the Agency from any warranty or other obligations under this contract.

If any service or any part thereof before it is taken over is found un-satisfactory or fails to fulfill the requirements of the contract, The Department shall give the Agency notice setting forth details of such shortcomings or failure and the Agency shall make or alter the same to make it comply with the requirements of the contract forthwith and in any case within a period not exceeding seven days of the initial report. These replacements shall be made by the Agency free of all charges. Should it fail to do so within this time, The Department reserves the discretion to reject and replace at the cost of the Agency the whole or any portion of service as the case may be, which is unsatisfactory or fails to fulfill the requirements of the contract. The cost of any such replacement made by The Department shall be deducted from the amount payable to the Agency.

23. DELIVERY AND DOCUMENTS

Delivery of services shall be made by the Agency in accordance with the terms specified by the Department in its schedule of requirements and special conditions of contracts / work orders, and the services shall remain at the risk of the Agency. The deliverables shall be made over to the Department or the agency as given in the purchase orders.

The rendering of services shall commence immediately after the placement of Work Order / Release Order on the awarded Agency.

24. PAYMENT TERMS

Payment shall be admissible as per the following terms:
(a) No advance payment shall be made.
(b) The payment shall be made against invoices raised provided that documentary records and evidences of advertisement releases are submitted by the agency / agencies along with the invoices.
(c) Payments, if any, shall be made subject to deductions of Tax at Source (TDS) and other duties/levies, if any.

Third Party work compensation
The agency shall be fully responsible for all claims made by any third party subcontracted by it and shall also be responsible for all expenses incurred by the Department in any litigation initiated by the said third party.

Approval of the Estimates by the Client:
The Agency shall implement the work assigned to it by the Department on receiving written approval of its estimate submitted to the Department.
25. CHANGES IN WORK/RELEASE ORDER/CONTRACT

The Department may, at any time, by a written order given to Agency, make changes within the general scope of the contract related to terms & references, enlarging the scope, analysis or specifications.

If any such change causes an increase or decrease in the cost of, or the time required for the execution of the contract an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any proposal by the Agency for adjustment under this clause must be made within thirty days from the date of the receipt of the change in order.

26. SUBCONTRACTS

The Agency shall notify The Department in writing of all collaborations made, if any, with other firms registered in India by submitting terms and conditions and agreements made with the said firms in the original bid on or before due date of submitting the Bid document. Such notification in his original bid or later shall not relieve the Agency from any liability or obligation under the contract. The Bidders and their Partners/Collaborators shall be jointly or separately liable for due performance of obligations under the contract/work order.

27. DELAYS IN THE AGENCY’S PERFORMANCE

Delivery of service and performance of the services shall be made by the Agency in accordance with the time schedule specified by the Department in its Work Order/Release Order. It also covers Saturdays/Sundays and other holidays where Department of Tourism, Government of Odisha may require services. In case the work is not completed within the stipulated delivery period, as indicated in the Work Order/Release Order, the Department reserves the right either to short close/cancel this purchase order and/or recover liquidated damage charges. The cancellation/short closing of the order shall be at the risk and responsibility of the Agency and the Department reserves the right to get the work done at the risk and cost of the defaulting agency.

Delay by the Agency in the performance of its delivery obligations shall render the Agency liable to any or all of the following sanctions:

a) forfeiture of its performance security
b) imposition of liquidated damages
c) termination of the contract for default

If at any time during the performance of the contract, the Agency or its Subcontractor(s) should encounter condition impending timely rendering the services and performance of service, the Agency shall promptly notify to the Department in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Agency’s notice, The Department shall evaluate the situation and may at its discretion extend the period for performance of the contract. If the services are not completed in the extended delivery period, the Release Order shall be short closed and the performance security shall be forfeited.
28. LIQUIDATED DAMAGES

The performance of service within prescribed time as stipulated in the contract/work order/release order, as the case may be, shall be deemed to be the essence of the contract and must be completed not later than the dates specified therein. Extension will not be given except in exceptional circumstances. Should, however, execution is delayed and the reports made over after the expiry of the contracted delivery period, without prior concurrence of Department of Tourism, Government of Odisha and be accepted by the consignee, such execution will not deprive Department of Tourism, Government of Odisha of the right to recover liquidated damage in accordance with this clause.

Should the agency fail to deliver the services as contained in the contract/work order/Release Order, as the case may be, within the period prescribed therein, The Department without prejudice to other rights/remedies available, The Department may recover and Agency share be liable to pay a sum equivalent to 0.5% of the value of the delayed services and/or undelivered material/services for each week of delay or part thereof for a period upto 10(Ten) weeks and thereafter @ 0.7% of the value of the delayed services and/or undelivered material/services for each week of delay or part thereof for another 10 (Ten) weeks of delay. The total value of the liquidated damages shall be limited to a maximum of 12% (twelve percent) i.e. LD shall be levied upto 20 weeks only.

The LD as per this clause shall be recovered for each failure of providing the agreed services under contract/work order/release order and same shall be set-off/ adjusted against the running bills besides any other action/remedies of The Department including termination of the contract.

29. FORCE MAJEURE

If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of The Department as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

Provided, also that if the contract is terminated under this clause, The Department shall be at liberty to take over from the Agency at a price to be fixed by The Department, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores required for the provision of services which may be in possession of the Agency at the time of such termination or such portion thereof as The Department may deem fit, except such materials, bought out components and stores as the Agency may with the concurrence of The Department elect to retain.
30. TERMINATION FOR DEFAULT

The Department may, without prejudice to any other remedy for breach of contract, by written one month notice of default, sent to the Agency, terminate the contract in whole or in part,

(a) If the Agency fails to deliver satisfactorily any or all of the goods & services within the time period(s) specified in the contract, or any extension thereof granted by The Department pursuant to clause 30 of Section-III or

(b) If the Agency fails to perform any other obligation(s) under the Contract or

(c) If the Agency, in either of the above circumstances, does not remedy its failure within a period of 15 days (or such longer period as the Department may authorize in writing) after receipt of the default notice from the Department.

In the event The Department terminates the contract in whole or in part pursuant to clause 14 of Section II, The Department may procure, upon such terms and in such manner as it deems appropriate, goods similar to those undelivered and the Agency shall be liable to The Department for any excess cost for such similar goods. However, the Agency shall continue the performance of the contract to the extent not terminated.

31. TERMINATION FOR INSOLVENCY

The Department may at any time terminate the Contract by giving written notice to the Agency, without compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to The Department.

32. ARBITRATION

In the event of any question, dispute or difference arising under this agreement or in connection there-with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to the sole arbitration of a person to be appointed of the by Director Tourism or in case his designation is changed or his office is abolished, then in such cases to the sole arbitration of the officer for the time being entrusted (whether in addition to his own duties or otherwise) with the functions of the Director Tourism or by whatever designation such an officer may be called (hereinafter referred to as the said officer), and if Director Tourism, or the said officer is unable or unwilling to act as such, then to the sole arbitration of some other person appointed by Director Tourism, or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act 1996.

There will be in no objection to any such appointment on the ground that the arbitrator is a Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as a Government Servant he has expressed his views on all or any of the matters in dispute. In the event of such an arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reason whatsoever, Director Tourism or the said officer shall appoint another person to act as an arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left out by his predecessors.

The arbitrator may from time to time with the consent of both the parties enlarge the
time frame for making and publishing the award. Subject to the aforesaid, Arbitration and Conciliation Act, 1996 and the rules made there under, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

The venue of the arbitration proceeding shall be the office of Director Tourism, or such other places as the arbitrator may decide.

33. SET OFF
Any sum of money due and payable to the Agency (including security deposit refundable to it) under this contract may be appropriated by the Department or any other person or persons contracting through the Department and set off the same against any claim of the Department or such other person or persons for payment of a sum of money arising out of this contract or under any other contract made by the Agency with the Department or such other person or persons contracting through the Department.

34. INDEMNIFICATION
The Agency shall fully indemnify, defend and hold the Department harmless from and against all claims, liabilities, losses or damages, recoveries, proceedings, damages actions, judgments, costs, charges and expenses which may be made or brought or commenced against the Department or which the Department may or may have to bear, pay or suffer, directly or indirectly in connection with any breach of terms and conditions of this contract by the Agency or its agents, employees or any matters arising upon or by virtues of this contract.
SECTION IV

SPECIAL CONDITIONS OF THE CONTRACT

(a) The special conditions of the contract shall supplement the 'Instructions to the Agencies' as contained in Section II & "General Conditions of the Contract" as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.

(b) The Department reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with The Department.

(c) The Department reserves the right to ban a bidder for a suitable period for future business dealing with the Department in case he fails to:
   i) honor his bid or
   ii) fails to comply with the terms & condition of Agreement / contract.

(d) The Department reserves the right to counter offer price(s) against the price(s) quoted by any bidder.

(e) The Selected bidder shall ensure secrecy of Advertising related brief, other data which is shared, its findings & recommendations etc.

(f) The Department will not be liable for any financial/ legal liability
   i) With respect to any establishment/ organisation/ Company or any other person through whom the advertisement or other material / services are realized by The Department through the Agency
   ii) From any entity from whom the Agency procured and lodged materials in advertisement or other services as desired by the Department.

   In such eventuality the Agency will be personally liable for same including litigation cost at any subsequent stage, any dispute arises or legal action is taken by any of the entities referred to above or any kind of third party against the Department for non-payment of the bills, dues, damages, loss etc.

(g) The bidder has to arrange demonstration of the services to be supplied at his own cost.
ANNEXURE

BID COVERING LETTER
(To be submitted by Agencies on their letter heads)

Ref .No. ..........................

To
Director Tourism,
Paryatan Bhawan
Lewis Road,
Bhubaneswar-751014

Dear Sir,

1. Having examined this Request for Proposal, we, undersigned, intend to provide in conformity with the said services to be rendered, conditions of contract and specifications.

2. We undertake, if our Bid is accepted, to commence deliveries within schedule time frame and to complete delivery of all the services specified in the contract within as per schedule calculated from the date of issue of your purchase order/RO.

3. We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. Until a formal Order is prepared and executed, this tender document together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

5. The Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

6. We understand that you are not bound to accept the lowest or any Bid, you may receive.

Dated this .......................... day of .......................... 2015
Name and Signature  ---------------
In the capacity of  ---------------
Duly authorized to sign the Bid for and on behalf of .

Witness  ------------------------
Address  ----------------------
To,
Director Tourism,
Paryatan Bhawan,
Lewis Road,
Bhubaneswar-751014

Subject: Authorization for attending Bid opening on________________________
(date) in the Tender Document No __________ Mktg dated ........for__________.

Following persons are hereby authorized to attend the Bid opening for the EOI-cum-RFP
mentioned above on behalf of _________________ (Agency) in order of preference
given below.

<table>
<thead>
<tr>
<th>Order of Preference</th>
<th>Name</th>
<th>Specimen Signatures</th>
</tr>
</thead>
<tbody>
<tr>
<td>I</td>
<td></td>
<td></td>
</tr>
<tr>
<td>II</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Alternate Representative</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Signatures of the Agency Or of the Authorized Signatory

Documents on behalf of the Agency.

(Maximum of two representatives for any Agency shall be authorized and permitted
to attend the Bid Opening.)
FORM-I

PARTICULARS OF AGENCY

(To be submitted by Agencies on their letter heads)

(i) Name of the Agency

(ii) Address of Offices
    Tel. Nos.
    Mobile Nos. Fax No.
    E-mail

(iii) Name, Designation, Contact No. & E-mail of Authorized Representative

(iv) Year of Establishment Legal status of agencies (Proprietor/Partnership/Private Ltd./Public Ltd.)

(v) Number of years of experience in Media Buying services

(vi) Whether serving other tourism development corporations/boards etc. recently or has served in the past, if so, please attach a suitable proof such as copies of work orders at various times.

(vii) List of clients presently serving (public sectors/private sectors).

(viii) We are not blacklisted by Govt. of India or States, or any Central or State PSU as on the date of submission of this Bid.

I/ we hereby certify that all the particulars given above are correct and true to the best of my/our knowledge.

(Name and Signature of Authorized Representative)

Note:

1. If needed, the agency can use separate sheets for explaining the above points.
2. Department reserves the rights to verify the facts given by the agency, with the authorities, if so required.
Operating Revenue for the following Financial Years (INR crore)

<table>
<thead>
<tr>
<th>Year</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. 2016-17</td>
<td></td>
</tr>
<tr>
<td>II. 2017-18</td>
<td></td>
</tr>
<tr>
<td>III. 2018-19</td>
<td></td>
</tr>
</tbody>
</table>

**Self-Certified Copies of Supporting Documents to be enclosed:**

1. Copy of certificate of incorporation / registration / agreement for consortium.
2. Audited Annual Financial Statements filed for the last three financial years.
3. PAN of the agency.

Full Name ..............................
Designation ..............................
Address ..............................
Signature ..............................

(Authorized Representative)
### FORM-III

**DETAILS OF BIDDER’S RELEVANT EXPERIENCE**

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Client’s Name</th>
<th>Year of Execution</th>
<th>Scope of Work</th>
<th>Release / Purchase Order value (INR lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If Contract Fee is confidential, kindly issue a declaration stating that the Release Order / Purchase Order for each of the relevant past projects cited in Form-III is of value that satisfies the criteria in accordance with 1(vi) of this tender document.
## FORM-IV

### FINANCIAL PROPOSAL

**LIST OF PROPOSED PROPERTIES WITH QUOTATIONS**

(To be submitted by Agencies on their letter heads)

<table>
<thead>
<tr>
<th>Sl.</th>
<th>TV Networks</th>
<th>Channel Name</th>
<th>FCT in Sec. for 3 month campaign in 2019-20</th>
<th>Time Band</th>
<th>Itemised Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>INTERNATIONAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>1</td>
<td>CNN International</td>
<td>CNN - Asia Pacific</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CNN - Europe Middle East Africa</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CNN - South Asia</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Discovery Communication</td>
<td>Discovery Channel (UK)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Discovery Channel (France)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Discovery Channel (Thailand)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Discovery Channel (Singapore)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Discovery Channel (SAARC)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TLC (SAARC)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Travel XP</td>
<td>Travel XP HD India</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Travel XP HD Europe</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Travel XP HD Tamil</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Travel Xp 4K North America</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>NGC (Fox)</td>
<td>National Geographic - South East Asia (Malaysia, Thailand &amp; Singapore)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>BBC Global News Ltd.</td>
<td>BBC World News - South Asia, Asia Pacific</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>NATIONAL:</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Discovery Communication</td>
<td>Discovery</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TLC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Animal Planet</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Star India Pvt. Ltd.</td>
<td>Star Plus</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NGC</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Fox Life</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Star World</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Star Movies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Star Gold</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Times Network</td>
<td>Times Now</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ET Now</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Movies Now</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>TV Today Group</td>
<td>Aajtak</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Tez</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Dilli Aajtak</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>India Today TV - Eng</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>NDTV</td>
<td>NDTV India</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NDTV Prime</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NDTV Goodtimes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>NDTV 24x7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>No.</td>
<td>Network</td>
<td>Channels</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-----</td>
<td>---------</td>
<td>----------</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
| 11  | Travel XP | Travel XP HD  
Travel XP HD Tamil |
| 12  | AETN TV18 Network | History TV18 – SD  
History TV18 – HD  
FYI TV 18 |
| 13  | ABP News Network Pvt. Ltd. | ABP News  
ABP Ananda  
ABP Majha  
ABP Asmita |
| 14  | ARG Outlier Media - Asianet News Service | Republic TV  
Republic Bharat |
| 15  | Viacom 18 | Colours SD  
Comedy Central SD  
Vh1 SD  
MTV SD  
MTV Beat SD |
| 16  | EPIC TV Network Pvt. Ltd. | Epic |
| 17  | News18 Network | News18 India  
CNN News18  
CNBC TV18  
CNBC Awaaz |
| 18  | Zee TV Network | Zee TV  
Zee Cinema  
&Picture  
Zee News |
| 19  | Eastern Media | Kanak TV |
| 20  | Zee Kalinga | Zee Kalinga TV - Odia  
Sarthak TV |
| 21  | New18 Network | News18 Odia |
| 22  | Summa Real Media | News 7 - Odia |
| 23  | Kalinga Media & Entertainment Pvt. Ltd. | Kalinga TV |
| 24  | OTV Networks | OTV  
Tarang TV |

(Additional offerings of channels not covered in the abovementioned template may be provided additionally in a format consistent with that above)

(Name & Signature of Authorized Signatory)
PERFORMANCE SECURITY GUARANTEE BOND

In consideration of DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA having agreed to exempt ________________________________ (hereinafter called “the said Agency (s)“) from the demand under the terms and conditions of EOI-cum-RFP and an agreement No_________ dated ____ made between ________________________________ and ______ for ____________________________________________________ for work specified in the agreement referred above (hereinafter called “the said agreement”), of security deposit for the due fulfillment by the said Agency of the terms and conditions contained in the said Agreement, on production of the bank guarantee for ________________________________ we, (name of the bank) __________________________ (hereinafter referred to as “the bank”) at the request of ......................... (Agencies) do hereby undertake to pay to DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA an amount not exceeding _______ due to breach of any terms & condition of said agreement by the agency or by reason of the agency’s failure to perform the agreement or loss or damage caused to or suffered or would be caused to or suffered by DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA by reason of any breach by the said Agency(s) of any of the terms or conditions contained in the said Agreement.

1. We (name of the bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA stating that the amount claimed is due by reason of breach of any terms & conditions of the said agreement by the agency or by loss or damage caused to or would be caused to or suffered by DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA by reason of breach by the said Agency(s)“ of any of the terms or conditions contained in the said Agreement or by reason of the Agency(s)“ failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA in these counts shall be final and binding on the bank. However, our liability under this guarantee shall be restricted to an amount not exceeding__________.

2. We undertake to pay to DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA any money so demanded notwithstanding any dispute or disputes raised by the Agency(s) in any suit or proceeding pending before any court or tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall
be valid discharge of our liability for payment there under and the Agency(s) shall have no claim against us for making such payment.

3 We (name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA certifies that the terms and conditions of the said Agreement have been fully or properly carried out by the said Agency(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of FIVE YEARS from the date hereof, we shall be discharged from all liabilities under this guarantee thereafter.

4 We (name of the bank) further agree with DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA that DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA shall have the fullest liberty without our consent and without affecting in any manner our obligations there under to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Agency(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA against the said Agency(s) and to forebear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency(s) or for any forbearance, act or omission on the part of DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA or any indulgence by DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA to the said Agency(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

5 This guarantee will not be discharged due to the change in the constitution of the Bank or the Agency(s).

6 We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of DEPARTMENT OF TOURISM, GOVERNMENT OF ODISHA in writing.

Dated the __ day of ……………..for………………………….(indicate the name of bank)