REQUEST FOR PROPOSAL (RFP)

FOR

Selection of Agency to undertake preparation of Communication Strategy and Media Plan for Odisha Tourism

Department of Tourism
Government of Odisha

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

Dated: 08.03.2019
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. The objectives of the Directorate of Tourism are:

- To promote diverse and sustainable tourism with a view to enhancing the national and global visibility and favourability of Odisha as a prime tourist destination
- Creating employment opportunities to bring socio-economic benefits to the community and boosting community participation in tourism
- To preserve, enrich and promote Odisha’s unique cultural heritage and ecological diversity through sustainable development

Apart from undertaking various initiatives for the development of tourism infrastructure and services in the state under the Odisha Tourism Policy 2016, aims to establish its brand globally and enhance the favourability of Odisha as a prime tourist destination through the twin strategies of event based promotion and destination experience promotion, through innovative advertising and multimedia based outreach to national and global markets.

To achieve the above mentioned objective, the Authority has decided to engage an Agency to undertake preparation of Communication Strategy and Media Plan for Odisha Tourism. The estimated media budget for Odisha Tourism for the financial year 2019-20 is INR 35-40 Crore.

2. REQUEST FOR PROPOSAL

The Department of Tourism, Government of Odisha (the “Authority”) is issuing this RFP to request techno-commercial bids from interested and eligible firms/ agencies/ organizations (the “Applicants”) for Selection as Agency to undertake preparation of Communication Strategy and Media Plan for Odisha Tourism. 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-IV, which is to be executed by the successful Applicants after selection.

2.1. EARNEST MONEY DEPOSIT

The bid must be accompanied by a refundable Earnest Money Deposit (EMD) of INR 1,00,000 /- (Rupees One lakh only) and a non-refundable Bid-document Processing Charges of INR 5,000/- (Rupees ten thousand only) separately in the form of Demand Drafts/ Bank Guarantee (in case of EMD only) drawn in favour of “Director Tourism”, payable / encashable at Bhubaneswar. After selection of the suitable applicant for selection as Agency, the EMD shall be refunded to the unsuccessful applicants. The EMD of the successful applicant shall be refunded to the successful applicant immediately upon furnishing the Performance Guarantee (as defined in Clause 9 of Annexure IV of this document).
2.2 SCOPE OF WORK

The scope of work for the assignment is elaborated below;

A. Communication Strategy formulation and Media Planning:

a. Devise a Communication strategy for Odisha Tourism based on tourist typologies and tourist markets relevant to Odisha. The plan should also spell out specific strategies to target potential investors to tourism sector.

b. For creating the media plan, undertake a survey to ascertain:
   i. Media consumer base and penetration
   ii. Most influential media pertaining to the tourism sector, especially in identified focus markets (national and international)

c. Develop a detailed media plan for one year duration, encompassing different communication mediums like (but not limited to) print, audio visual commercials, outdoor, radio commercials, digital & social media. The Media Plan should clearly spell out different media campaigns to be organised along with timelines, target locations, media options, duration and other details with sufficient justification. Multiple options possible (within the estimated budget should also be provided).

B. Conduct a Workshop for concerned departmental officials & consultants on undertaking Media Campaign strategies and Media Impact Assessment.

2.3 Deliverables and Timelines

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Timeline (from start of contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Communication Strategy Document</td>
<td>03 weeks</td>
</tr>
<tr>
<td>Media Survey</td>
<td>04 weeks</td>
</tr>
<tr>
<td>Media Plan</td>
<td>08 weeks</td>
</tr>
<tr>
<td>Workshop</td>
<td>During 12\textsuperscript{th} week</td>
</tr>
</tbody>
</table>

2.4 Payment Schedule:

<table>
<thead>
<tr>
<th>Stage / Milestone</th>
<th>Percentage of Contract Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Submission and presentation of Communication Strategy</td>
<td>30%</td>
</tr>
<tr>
<td>Submission and presentation of Media Survey findings</td>
<td>20%</td>
</tr>
<tr>
<td>Approval of Proposed Media Plan</td>
<td>40%</td>
</tr>
<tr>
<td>Completion Workshop</td>
<td>10%</td>
</tr>
</tbody>
</table>

2.5 EVALUATION METHODOLOGY: The applicant selected to perform the above mentioned scope shall be in compliance with the minimum requirements as mentioned in section 2.6.

The technical capability and experience of the applicant is important for a project of this tenure and nature. The agency 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 2.7 and only those applicants who score more than 70% marks 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 L1 score. Thus, if the quote of L1 is INR X and L2 is INR 2X, then L2 will get 15 marks.

The applicant obtaining the highest combined Techno-Commercial score will be the selected as the Agency for executing the assignment.

2.6 ELIGIBLE AGENCIES

The agencies intending to Bid for the project shall fulfil the following eligibility conditions:

<table>
<thead>
<tr>
<th>Sl.</th>
<th>Applicant Eligibility</th>
</tr>
</thead>
</table>
| a) | **Legal Entity status:**  
|    | a. A company incorporated in India under the Companies Act, 1956/ 2013 and subsequent amendments thereto or a partnership firm registered under LLP Act, 2008 or Indian Partnership Act, 1932 and should have been operating for the last seven (7) years in India.  
|    | b. Registered with the Goods & Service Tax (GST) network in India |
| b) | **Turnover:** Applicant should have had an average turnover of at least INR 50 Crore during the last three (3) financial years (FY 2015-16, 2016-17, 2017-18). For the purpose of this criterion, turnover of only the bidding entity will be considered. Turnover of any parent, subsidiary, associated or other related entity will not be considered. |
| c) | **Profitability:** Applicant should be profit making as per the audited consolidated financial statements in the last three (3) financial years (FY 2015-16, 2016-17, 2017-18). For the purpose of this criterion, profitability of only the bidding entity will be considered. Profitability of any parent, subsidiary, associated or other related entity will not be considered. Auditor/ CA certificate to the effect to be furnished. |
| d) | **Experience:** The Applicant should have the experience of handling at least five (5) distinct mandates / campaigns (renewals of existing agreement with client to be considered as one agreement) of advertising/ media planning/ media buying with corporate Clients or Government departments/ agencies/ corporations/ authorities over the last seven (7) years, with professional fees/ contract value of at least INR 10 lakhs. Of the furnished experience, at least one must be for a Tourism related mandate for a State Government / Central Government / Government Agencies and Authorities, without which the bid will be disqualified. The applicants shall provide Work Order/ Agreement copy / Client Certificate of the listed experiences as proof. The applicant must prove their present experience in designing and managing advertising campaigns and media planning by clearly highlighting relevant portions of the scope of work of presented experiences. |
| e) | **Blacklisting:** Applicant must not been blacklisted by Govt. of India or States / Central or State PSU as on the date of submission of the bid. Self-certification to this aspect must be provided |
2.7 **BID EVALUATION**

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

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Max. Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>Average turnover of min INR 50 Crore during the last three financial years (FY 2015-16, 2016-17, 2017-18)</td>
<td>20</td>
</tr>
<tr>
<td>&gt;=50 Cr and &lt; 75 Cr: 10 marks</td>
<td></td>
</tr>
<tr>
<td>&gt;=75 Cr and &lt; 100 Cr: 15 marks</td>
<td></td>
</tr>
<tr>
<td>&gt; INR 100 Cr: 20 marks</td>
<td></td>
</tr>
<tr>
<td>Applicant’s experience of handling Tourism related mandate (advertising/ media planning/ media buying) for a State Government/ Central Government/ Government Agencies/Corporations/ Authorities over the last seven (7) years</td>
<td>30</td>
</tr>
<tr>
<td>1 project: 15 marks</td>
<td></td>
</tr>
<tr>
<td>5 marks for each additional project up to a maximum of 30 marks.</td>
<td></td>
</tr>
<tr>
<td>Note: Renewal(s) of an existing agreement will be considered as 1 project</td>
<td></td>
</tr>
<tr>
<td>Approach and methodology for completing the assignment</td>
<td>20</td>
</tr>
<tr>
<td>To be awarded for a thorough understanding of the requirement and approach in handling the scope of work outlined through a Technical presentation before Evaluation Committee</td>
<td></td>
</tr>
</tbody>
</table>

**Total:** 70

**COMMERCIAL BID**

The Applicant should quote lump sum professional fee for 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. Director, Tourism, Paryatan Bhawan, Museum Campus, Lewis Road, Bhubaneswar, Odisha from **08.03.2019 to 26.03.2019**. The document can also be downloaded from the official website of the Authority [https://dot.odishatourism.gov.in/?q=tender](https://dot.odishatourism.gov.in/?q=tender).

2.9 **BID SUBMISSION**

The proposals/ bids must be addressed to **Director Tourism, Paryatan Bhawan, Museum Campus, Lewis Road Bhubaneswar**. The complete proposals/ bids should the office of Authority, Bhubaneswar reach on or before **3.00 PM on 27.03.2019**.
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 15.03.2019 at 11.00 AM in the Conference room 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>08.03.2019</td>
</tr>
<tr>
<td>2</td>
<td>Last date for issuance/sale of RFP Document</td>
<td>27.03.2019</td>
</tr>
<tr>
<td>3</td>
<td>Last date for Submission of Queries</td>
<td>10 am on 15.03.2019</td>
</tr>
<tr>
<td>4</td>
<td>Pre-Bid Conference</td>
<td>11 am on 15.03.2019</td>
</tr>
<tr>
<td>5</td>
<td>Reply to Pre-Bid Queries</td>
<td>18.03.2019</td>
</tr>
<tr>
<td>7</td>
<td>Last date and time for Proposal submission</td>
<td>3 pm on 27.03.2019</td>
</tr>
<tr>
<td>8</td>
<td>Date and time for opening of Technical bids</td>
<td>4 pm on 27.03.2019</td>
</tr>
<tr>
<td>9</td>
<td>Date and time for Technical Presentation</td>
<td>Will be intimated</td>
</tr>
<tr>
<td>10</td>
<td>Date and time for opening of Commercial bids</td>
<td>Will be intimated</td>
</tr>
</tbody>
</table>

For further details and queries, please contact the undersigned.

Director Tourism
Paryatan Bhawan
Museum Campus, Lewis Road, Bhubaneswar
Tel.No. (0674) 2432177
e-mail: oritour@gmail.com
Annexure-I

Bidding Procedure

1. Submission of Bids

The Applicant fulfilling the eligibility conditions as laid down in Section 2.6 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.

The envelopes should be super-scribed as “Request for Proposal for Selection of Agency to undertake preparation of Communication Strategy and Media Plan for Odisha Tourism – 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 Request for Proposal for Selection of Agency to undertake preparation of Communication Strategy and Media Plan for Odisha Tourism”.

Every sheet and all forms complete in all respects shall be numbered, affixed with Company seal and signed by the person / persons duly authorized to sign on behalf of the bidder. The Technical Proposal shall start with a Table of Contents. Any / all corrections made in the offer shall be duly authenticated by the signature of the authorized signatory.

2. Terms of Payment

Payment of professional fee will be made on achieving the milestones listed below, upon submission of invoice:

<table>
<thead>
<tr>
<th>Stage / Milestone</th>
<th>Percentage of Contract Fee</th>
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<td>40%</td>
</tr>
<tr>
<td>Completion of Workshop</td>
<td>10%</td>
</tr>
</tbody>
</table>
3. **Penalty Clause**

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

(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.

On account of circumstances beyond the control of the Agency like natural calamities and any other unforeseen events and upon formal notification, the Authority may give time to the Agency to complete the activities and in such a case will not hold up the payment that is due for a particular month.

4. **Period of Contract**

The period of contract would be for a period of four (4) months from the date of signing of agreement and may be renewed upon mutual agreement.

5. **Performance Security Deposit**

After selection of suitable applicant as the Agency, the amount of EMD shall be refunded to the successful and unsuccessful bidders.

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. 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.

6. **Validity of Bid**

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

7. **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 Applicant, modify the RFP document by an amendment. In order to provide prospective Applicant 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.
8. **Rejection of Application/Bid**

The application / Bid for Selection as Agency 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.

9. **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.

10. **Corrupt/ Fraudulent Practices**

In case the Bidder is found to be engaged in Corrupt/ Fraudulent practices before or after award of the assignment, such bidder shall be declared ineligible and his/ her bid shall be rejected and the work order shall be terminated as the case may be

11. **Right to Accept/ Reject the Bid**

Notwithstanding anything contained herein, Department of Tourism reserves the Right to reject any or all Bids without showing any reason thereof.

12. **Late Bids**

Bids received after the specified last Date and Time of receipt (including any extension of time for submission of bid thereof) for whatsoever reason, shall be rejected summarily. No further communications in this regard shall be entertained.

13. **Extension of Time**

The date of completion of the assignment may be extended due to force majeure or events beyond control of the selected bidder. In such case, the bidder shall be obliged to submit a claim for extension of time with due justification. The decision of the department on time extension shall be binding on the bidder. Necessary amendment to the work order in accordance with the granted time extension will be carried.

14. **Non- Transferrable**

The selected bidder shall not transfer any interest, rights, benefits or obligations under the assignment without the prior written permission from the authorized officer of the department.
15. Confidentiality

The selected bidder shall not use the Confidential Information provided by the department except for the purpose of providing the service as specified under this RFP. The vendor will be held responsible for any breach of confidentiality by its persons and shall be responsible for legal consequences.

16. Taxes & Duties

All Taxes and duties payable in respect of execution of the assignment except the Service Tax shall be borne by the bidder. Service Tax shall be reimbursed by department on submission of valid documents and at the prevailing rates.

17. Disputes & Arbitrations

In the unfortunate event of any dispute or differences, breach and violation relating to the terms of the work order, the said dispute or difference shall be referred to the sole arbitration of the Arbitrator appointed by the department for the purpose. The award of the arbitrator shall be final and binding on both the parties. The adjudication of arbitrator shall be governed by the provision of the Arbitration and Conciliation Act, 1996, or any statutory modification or re-enactment thereof or any rules made thereof. All legal disputes are subject to the jurisdiction of courts in Bhubaneswar.

18. Force Majeure

Neither the Agency nor the Authority shall be liable to the other for any loss or damage occasioned by or arising out of acts of God such as unprecedented flood, volcanic eruption, earthquake or other convulsion of nature and other acts such as but not restricted to invasion, the act of foreign countries, hostilities, or war-like operations before or after declaration of war, rebellion, military power which prevent performance of the assignment and which could not be foreseen or avoided by a prudent person.
To
Director Tourism
Paryatan Bhawan
Museum Campus, Bhubaneswar

Sub: Request for Proposal for Selection of Agency to undertake preparation of Communication Strategy and Media Plan for Odisha Tourism”.

Sir,

The undersigned having read and examined in detail all this RFP document for selection of the Agency, we attach hereto the response as required by the EoI, which constitutes our proposal.

1. Technical Bid:

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of the Bidder Company</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>

This is to declare that all the information and statements made in the proposal are true and correct. It is understood that any misrepresentation of facts or figures contained in the proposal may lead to disqualification of the agency for consideration for the said proposal.

(Name and signature of Authorised Signatory)
2. Documents forming part of the bid

(a) Technical Bid:

- EMD and Bid processing fee
- Technical Proposal
  - Covering Letter
  - Bidder Company profile
  - Certified copy of Certificate of Incorporation and GST Registration Certificate of the Bidder Company.
  - Authenticated copy of audited balance sheet and income statement for last three years in support of annual turnover (FY 2015-16, 2016-17, 2017-18).
  - Details of the assignments supporting the eligibility and evaluation criteria as per Sections 2.6 and 2.7 of this document as per format in Annexure-III
  - Undertaking against blacklisting as specified under Section 2.6 (e) of this document
  - Any other documents as may be required to complete the bid.
(b) Commercial Bid:

*(On the Letterhead of the Bidder)*

Request for Proposal for Selection of Agency to undertake preparation of Communication Strategy and Media Plan for Odisha Tourism*

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

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<thead>
<tr>
<th>In Figure</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>In Words</td>
<td></td>
</tr>
</tbody>
</table>

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

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

Yours faithfully

(Signature of the Authorised Signatory)

Date---------

Place---------
## Details of Relevant Experience

<table>
<thead>
<tr>
<th>Name of Project</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Client</td>
<td></td>
</tr>
<tr>
<td>Project Value (INR)</td>
<td></td>
</tr>
<tr>
<td>Start Date (mm/yyyy)</td>
<td></td>
</tr>
<tr>
<td>Completion Date (mm/yyyy)</td>
<td>(Specify if Project is Ongoing)</td>
</tr>
<tr>
<td>Project Scope of Work</td>
<td></td>
</tr>
</tbody>
</table>
Annexure-IV

Stamp Paper of INR 100

Draft Memorandum of Agreement

This Agreement has been entered into at Bhubaneswar this ......th day of ....[MONTH], 2019

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, 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 apart from undertaking various initiatives for the development of tourism infrastructure and services in the state under the Odisha Tourism Policy 2016, aims to establish its brand globally and enhance the favourability of Odisha as a prime tourist destination through the twin strategies of event based promotion and destination experience promotion, through innovative advertising and multimedia based outreach to national and global markets.

(B) To achieve the abovementioned objective, the Authority has decided to engage an Agency to undertake preparation of Communication Strategy and Media Plan for Odisha Tourism. 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) “Agency” for purpose of this Agreement means…………….., appointed as such by Authority to undertake preparation of Communication Strategy and Media Plan for Odisha Tourism.

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

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

(2). SELECTION OF AGENCY AND SCOPE OF SERVICES

Authority hereby appoints M/s ABC and M/s ABC hereby agrees to act as ‘Communication Strategy & Media Planning Agency’ to assist Authority in the following mentioned scope of work (‘Services’):

A. Communication Strategy formulation and Media Planning:

   d. Devise a Communication strategy for Odisha Tourism based on tourist typologies and tourist markets relevant to Odisha. The plan should also spell out specific strategies to target potential investors to tourism sector.

   e. For creating the media plan, undertake a survey to ascertain:
      iii. Media consumer base and penetration
      iv. Most influential media pertaining to the tourism sector, especially in identified focus markets (national and international)

   f. Develop a detailed media plan for one year duration, encompassing different communication mediums like (but not limited to) print, audio visual commercials, outdoor, radio commercials, digital & social media. The Media Plan should clearly spell out different media campaigns to be organised along with timelines, target locations, media options, duration and other details with sufficient justification.

B. Conduct a Workshop for concerned departmental officials & consultants on undertaking Media Campaign strategies and Media Impact Assessment.

Competent members of the Agency shall make themselves available in Bhubaneswar as and when deemed necessary by the Authority, upon prior notice of at least 3 working days.
(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 administration, concerned Departments / organizations of Government of Odisha, other institutions on requirement basis about selection of M/s ABC as Agency.

(b) Authority would provide all necessary facilitating support including _________ 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 INR ……………….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 be exclusive of applicable taxes.

(5). COMMENCEMENT

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

(6). VALIDITY

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

(7). PENALTY

For non-performance in relation to scope of work related to First Party, following penalty would be imposed on the First Party by Second Party, until and unless such delay is condoned by Second 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 First Party for delays attributable to Second Party and/or project implementing agency and/or occurrence of a Force Majeure event.

(8). 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.
(9). FORCE MAJEURE

(i) Breach of Agreement
The failure of a Party to fulfill any of its obligations under Agreement shall not be considered to be a breach of, or default under this Agreement 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 Agreement, 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 Agreement, 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.

(10). TERMINATION

(a) Termination by Authority
Authority may terminate this Agreement, 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 Agreement, 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 Agency
Agency may terminate this Agreement, 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 Agreement 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 Agreement not prejudice or affect in anyway rights and benefits accrued or liabilities and duties imposed on parties of this Agreement.
(11). 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 Agreement.

(b) Any failure or delay on part of Authority to exercise right or power under Agreement 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 whatsoever and there is no such agreement for or regarding workers of M/s ABC as well as of Authority.

(d) Notwithstanding anything in this Agreement, 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 in connection with this Agreement).

(e) Neither execution and delivery by M/s ABC of this Agreement 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.

(12). 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.

(13) Liability of First Party

The aggregate liability of the First 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.

(14) Indemnity

The First Party will indemnify the Second Party, for an amount not exceeding total professional fee hereunder, for any direct loss or damage that is caused due to First Party’s fraud, willful 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

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Representative of Agency  For and on behalf of

Witnesses:

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