



UTTARAKHAND TOURISM DEVELOPMENT BOARD (UTDB), PT.
DEEN DAYAL UPADHYAY, PARYATAN BHAWAN,
NEAR O.N.G.C. HELIPAD, NIMBUWALA,
GARHI CANTT, DEHRADUN – 248 003
Ph. 91-135-2559898, Fax. 91-35-2559988

No. 2358/2-8-494/2020

Dated 4th November 2020

**INVITATION EXPRESSION OF INTEREST (EOI) FOR EMPANELMENT OF MEDIA
AND ADVERTISING AGENCIES FOR UTDB**

Uttarakhand Tourism Development Board invites online submission from eligible Agencies Expression of Interest (EOI) for empanelment of Media and Advertising agencies for UTDB.

The Agencies will be empaneled in accordance with the procedures of Uttarakhand Procurement Rules, 2017.

Interested Agencies are requested to obtain more information including Terms of Reference from the website: www.uttarakhandtourism.gov.in and www.uktenders.gov.in.

Any Addendum / Corrigendum including any date extension and clarifications will be uploaded on www.uktenders.gov.in and will not be published in newspapers. Hence, interested Agencies should regularly visit this website to keep them abreast with the latest developments.

Expression of Interest (EOI) must be submitted online through www.uktenders.gov.in only. Submission in any other mode shall not be entertained and shall be rejected.

Pre-submission meeting will be held at 2:30 PM on 11th November 2020, subject to required permissions on account of situation arising out of COVID 19. In addition, participation through **Video Conference (VC)** will also be facilitated, details for which will be shared on request.

Prospective Agencies may seek clarification till 2:00 PM on 17th November 2020 through E-mail: publicityutdb@gmail.com with CC to procurement.utdb@gmail.com.

The Expression of Interest (EOI) should be submitted not later than **2:00 PM on 1st December 2020**, which will be opened the same day at 2:30 PM.

If the office happens to be closed on Pre-submission meeting and EOI opening date, same stands postponed to the next working day without any change in time or venue. **However, there will be no change in EOI submission date and time on e-portal, unless it is also extended.**

Chief Executive Officer

**TERMS OF REFERENCE FOR EMPANELMENT OF MEDIA
AND ADVERTISING AGENCIES FOR UTDB**

Background

Uttarakhand Tourism Development Board (UTDB) regularly runs Media Campaigns in the print and electronic media, to effectively promote and project Uttarakhand as a desirable tourist destination in key source markets India & overseas with the objective of increasing domestic & foreign tourist arrivals to the state.

These Media Campaigns are wide ranging covering prime print publications, prominent television channels, online campaign on the most popular websites and strategic outdoor advertising in the key domestic markets, etc. to promote travel within the state.

In order to take forward Uttarakhand campaigns with new focus, the UTDB would like to utilize the services of a Media & Advertising Agency by empanelling them for designing and producing original creatives, content TVCs, promotional material, PR and Networking activities. The agencies will provide professional services including Strategic as well as Tactical Media Planning Strategy and Formulation, including strategies for digital media, electronic media, print media, outdoor media, content creation, networking, management, etc as under the direction of UTDB on case to case basis.

A. Tasks

- (i) Providing market insight in advertising, media buying activities as per the latest trends in tourism sector and market in general
- (ii) Develop concepts based on the market insight for various events of UTDB and other events as directed by the UTDB
- (iii) Provide art works/ creative based on concepts
- (iv) Identify best channels to promote the events and Uttarakhand Tourism
- (v) Produce audio/video as per the direction of UTDB
- (vi) Publish content on different media channels under the guidance of UTDB
- (vii) Manage event set up and organizing activities as per the direction of UTDB

B. Scope of Work

An indicative scope of work is mentioned below, and it should be deliverable by the empaneled agency in its entirety, however the list is not exhaustive and additional task may be given as per the direction of UTDB and is on case to case basis.

1. Concept Development, Art Work/ Creative Creation and proposal submission

- a. As per the direction of UTDB, for the print advertisement of any event, festival, fair, competition, etc. the empaneled agencies (who so ever are asked) shall develop at least two concept and two art work each for the approval
- b. As per the direction of UTDB, for the advertisement of any event, festival, fair, competition, etc. through brochures, posters, standees, backdrops, maps and any other outdoor and indoor promotional material the empaneled agencies (who so ever are asked) shall develop at least two concept and two art work each for approval
- c. As per the direction of UTDB, for the radio advertisement of any event, festival, fair, competition, etc. the empaneled agencies (who so ever are asked) shall develop concept and create at least two first cut of radio jingle for the approval
- d. As per the direction of UTDB, for the video advertisement (30sec/60sec) of any event, festival, fair, competition, etc. the empaneled agencies (who so ever are asked) shall develop at least two concept and a premise, outline and rough story board for each concept for the approval
- e. As per the direction of UTDB, for creating short promotional film (ranging

from two mins to 10 mins) of any destination, place of interest, event, festival, fair, competition, etc. the empaneled agencies (who so ever are asked) shall develop at least two concept and a premise, outline and rough story board for each concept for the approval

- f. As per the direction of UTDB, for any other internal/external communication drive the empaneled agencies (who so ever are asked) shall develop two concept and create at least two templates each (newsletter, presentations, PDF forms, etc.) for approval. Each template shall contain at least design for four pages/ slides whichever is the case.
- g. Creation of any other concept and artwork as directed by UTDB on case to case basis

2. Market Analysis and Reporting

- a. The selected agency shall provide a market/ audience analysis and plan based on a comprehensive understanding of the target audience in the different source priority markets (domestic & overseas), segment, the necessary trends, location, rationale, etc. for specific event, festival, fair, etc. to UTDB
- b. Based on suggestions and approval of the market analysis report the Agency shall develop a detailed media strategy / plan recommending UTDB on optimal mix of media vehicles/platforms that includes print, television, radio, outdoor, online/social and/or any other.

3. Media Planning, Media Buying and other execution activities pertaining to Advertising and Promotion

The agency shall work in selection and finalization of television channels, radio channels, print publications, websites & portals, outdoor sites, etc. in the identified target markets, for inclusion/ as planned in the Media Plans.

- a. The selected agency shall be responsible for developing media plan, refinements and amendments as directed/needed by UTDB during the entire course of specific activity.
- b. The selected agency shall study and provide details of the target market to UTDB for better placement and promotion of the said activity across various media.
- c. The media plan by the selected agency may include one or combination of various media channels as per the reach of the channel, need of the activity and target audience such as print media, wireless media, electronic media, outdoor platforms, etc.
- d. The selected media agency shall be responsible of identifying, negotiating and buying media under the direction of UTDB for audio/visual media. This shall broadly include
 - (i) Providing pre-buying estimates to UTDB
 - (ii) Defining schedules and process related to buying of media
 - (iii) Negotiating with the media channels/ partners at DAVP rates or the best prices as per INS terms.
 - (iv) Identifying and scheduling of slots, days, time, etc. for promoting the activity.
 - (v) Defining delivery and cancellations as per the schedule and need
 - (vi) Providing post broadcast/telecast report for radio, television or any other medium
 - (vii) Support UTDB in any other task pertaining to audio/visual media as per the direction of UTDB
- e. The selected media agency shall be responsible of identifying, negotiating and buying media under the direction of UTDB for all print/outdoor media. This shall broadly include
 - (i) Identify the appropriate media channels as per the activity and update

UTDB.

- (ii) Assist UTDB in selecting the various platforms under those channels
- (iii) Negotiation with the media agency based on DAVP rates or the best prices as per INS terms. (newspaper, magazine, outdoor media placement agency, etc.)
- (iv) Identification of spots, setting schedule, placement of advertisement, monitoring the promotion activities and sharing detailed updates with UTDB
- (v) Support UTDB in any other task pertaining to print/outdoor media as per the direction of UTDB

4. Production of Content and copyright

- a. The agency shall produce appropriate creatives for the different markets and segments as per the need of the event and direction of UTDB
- b. The selected agency shall design and print of promotional material in English, Hindi and any other language (as required) and provide the designs in softcopy.
- c. Content developed by any agency shall be operational on all electronic devices such as PCs, Laptops, Mobiles, Tabs etc. the failure of which shall be considered an incomplete execution of the Work Order.
- d. The production of creative are as followed, however the list and tasks are not exhaustive and may increase or add on case to case basis
 - (i) The selected agency shall produce publicity material such as print advertisements, brochures, banners, standees, backdrops, signages, leaflets, etc. based on the approved artwork/ creative
 - (ii) All printed material to be of high quality and as per the direction and satisfaction of UTDB
 - (iii) The images used for the designing of the publicity material shall be of 4K resolution either acquired or original
 - (iv) For creation of video and TVC the agency shall either create original or acquire existing footage videos of 4k resolution.
 - (v) The agency using any image or video footage, either acquired or shot (original) shall be authentic and shall provide no objection certificate from the photographer/owner/ person, etc. captured in the image or video.
 - (vi) For creation of video or TVC the agency shall provide detailed script and storyboard for approval form UTDB
 - (vii) The selected agency shall create a 4k image and 4k video data bank under the guidance of UTDB and provide the stock to UTDB on time to time and as directed by UTDB. All rights of the images, videos or any creative will completely and solely rest with UTDB and UTDB may use it anytime for various campaigns, events, activities or any media and publicity related work as it deems fit.
 - (viii) The agency shall submit a detailed report of any promotional activity taken by them under the directions of UTDB. Also, the agency shall provide all creative produced for the specific event which shall include banners, brochures, 4k images, final cut of the video, raw footages, actual permissions, contact of the concerning person, etc. in a DVD/pen drive separately along with the report to UTDB.
 - (ix) The agency shall submit detailed production estimates for the production of campaign videos and pictures based on script, layout, talent, models, and locations used.

5. Additional Services

- a. Designing and Printing of invitation, conference note pads, information booklets, telephone directories, etc., including digital printing, electrostatic printing, embossing, letterpress, offset lithography, and screen printing.
- b. Printing of lapels, identity cards / badges, mini booklets for programs, files / folder covers, letter heads, delegates' bags /folders, etc., access badges with

RFID/QR codes/other as per the guidance of UTDB.

- c. Creating backdrops and signages at the conference venue, airports, various points in the city, flags, welcome arches on approach roads.
- d. The selected agency shall provide complete event coverage along with 4k quality images and videography on case to case basis and as per the direction of UTDB.

6. Eligibility Criteria:

The bidding agency;

- (i) should be a legal entity registered under appropriate law in India.
- (ii) must have been in existence for minimum five years as on the last date for submission of EOI.
- (iii) should be INS accredited for at least five years prior to last date for submission of EOI.
- (iv) submit Affidavit as per format in Annexure -1
- (v) submit Power of Attorney as per format in Annexure -2
- (vi) achieved minimum Average Annual Financial Turnover of Rs. 5 cores during FY 2016-17, 2017-18 & 2018-19.

In accordance with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019, the eligible bidders (enterprises) are exempted from applicability of qualification criteria related to Financial Turnover and Past Performance

Further applicable Financial Evaluation and subsequent purchase preference may be considered for the bidders (enterprises) eligible under the provisions of Uttarakhand Government Order (GO) of Finance Department No. 195/XXVII (7)32/2007 TC/2019 dated 12th July 2019.

7. Documents to be submitted:

- (i) Incorporation / registration certificate.
- (ii) INS accreditation certificate.
- (iii) Payment details / instructions of Tender fee
- (iv) Payment details / instructions of EMD
- (v) Copy of Affidavit.
- (vi) Copy of Power of Attorney.
- (vii) Financial Turnover Certificates.
- (viii) Printed Creative Published in newspapers (at least 5) (attach hard copies of the displayed creative along with the details of newspaper such as name, edition, date and page number).
- (ix) Creative Published in magazine (at least 5) (attach hard copies of the displayed creative along with the details of magazine such as genre, name, volume, issue, year).
- (x) TVC prepared and aired 30/60 sec (Please attach soft copy) (at least two samples).
- (xi) Radio Jingle /spot aired 10/20 sec (Please attach soft copy) (at least two samples).
- (xii) Details of Award from various apex professional bodies.

8. Evaluation Criteria:**Part - A**

Sl. No.	Evaluation Criterion	Maximum Marks
1	<p>Average annual turnover*** during the Financial Years 2016-17, 2017-18 & 2018-19:</p> <ul style="list-style-type: none"> • Between Rs. 5 crores and Rs. 10 crores - 6 marks • For every additional of Rs. 2 crores turnover after Rs. 10 crores, 1 Mark with a maximum of 4 marks. 	10
2	<p>Total Experience*** as a Media and Advertising agency</p> <ul style="list-style-type: none"> • 5 to 8 years – 6 marks • For every additional 2 years above 8 years, 1 mark with a maximum of 4 marks 	10
3	<p>Total Experience*** as a Media and Advertising agency working on assignment/contract executed under Government/ government undertaking / PSUs as Clients</p> <ul style="list-style-type: none"> • For 3 to 5 Clients – 6 Marks • For every additional Client – 1 Mark with a maximum of 4 Marks 	10
4	<p>Experience with Tourism Sector***</p> <ul style="list-style-type: none"> • For 5 to 10 tourism related works – 5 marks • For each additional 1 tourism related work over and above 10 works, 1 mark will be awarded with a maximum of 5 marks 	10
5	<p>Experience in Media Planning and Buying During the period of 3 years prior to the submission of the EOI, works executed*** for Media and advertisement covering the services stated in Scope of work, point number 3 (Media Planning and Media Buying), worth not less than of Rs. 25 lakhs:</p> <ul style="list-style-type: none"> • 3 to 6 work orders – 6 Marks • For every additional work order – 1 Mark with a maximum of 4 Marks 	10
6	<p>Experience in International Campaigns During the period of 3 years prior to the submission of the EoI, international campaigns/projects*** executed in international media or international markets for not less than Rs. 25 lakhs:</p> <ul style="list-style-type: none"> • 3 to 6 work orders/release orders – 6 Marks • For every additional work order – 1 Mark with a maximum of 4 Marks 	10
7	<p>During the period of 3 years prior to the submission of the EOI, awards won*** for the work done by the agency.</p> <ul style="list-style-type: none"> • 3 or more International awards– 5 Marks • 5 or more National awards– 5 Marks 	10
Total		70

Part - B

1	<p>Presentation:</p> <p>(a) Appropriate strategy and plan for future:</p> <ul style="list-style-type: none"> • Content Development and Creative Campaigns • Media Planning and Media Buying • National & International Trade Fairs and Events <p>(b) Works already executed, if any showcasing previous experience</p>	30
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(***Work orders along with work completion certificates or alternatively certificate from Bidder's statutory auditor / Company Secretary are to be submitted along with EOI.)

Qualifying marks minimum 50% for Part –A and Part –B separately.

9. Empanelment Process:

The total scores (Part A+B) obtained by agencies against above criteria shall be prepared from the highest score to the lowest; and maximum of top 3 (three) bidders shall be empanelled provided they have scored not less than the minimum qualifying marks for both part – A and part - B. In case of two bidders obtaining same score, the bidder with higher total annual financial turnover during FY 2016-17, 2017-18 & 2018-19 shall be selected.

10. Work Assignment:

- (i) **For Creatives:** Technical and Financial proposals for each campaign / assignment will be obtained from the empanelled agencies. After Technical evaluation, Financial proposals of only responsive agencies will be opened. The lowest bidder shall be given the work order. In case of same quote by more than one agency, the successful agency shall be selected by draw of lots.
- (ii) **Media Buying:** Financial proposals for approved / accepted Creatives shall be obtained from all the empanelled agencies and the lowest bidder shall be given the work order. In case of same quote by more than one agency, the successful agency shall be selected by draw of lots.

Please note that there shall not be any reimbursement of preparatory cost for proposals including creative / art work.

11. Submission of Tender fee and EMD: The Agencies are required to submit a Tender fee of Rs. 5,000 and an EMD of **Rs. 5 (five) Lakhs** to be paid online as per details given below.

- (i) Beneficiary name – CEO Uttarakhand Tourism Development Board Dehradun
- (ii) Bank's name – Allahabad Bank
- (iii) Account Number - 50517934250
- (iv) Branch – Nimbuwala, Garhi Cantt
- (v) Address – Nimbuwala, Garhi Cantt, Dehradun
- (vi) IFSC – ALLA0213398
- (vii) GST No. – 05AAALU0031F1ZK
- (viii) PAN – AAALU0031F

The Earnest money deposit shall be refunded to unsuccessful agencies within 30 days from the date of signing of Contract by the successful agencies. In case of successful agencies, it shall be refunded upon signing of the Contract.

The bidders (enterprises) complying with the provisions of Uttarakhand Government Order No. 1542/VII-3-19/143-Industry/2003 dated 20th August 2019 are exempted from payment of Tender Fee and Earnest Money Deposit (EMD).

The (a) **Original Power of Attorney** (as per format) and (b) **Original Affidavit** (as per format) shall be submitted in person or through registered post / speed post / courier to Publicity Section of UTDB, Pt. Deen Dayal Upadhyay, Paryatan Bhawan, Near O.N.G.C. Helipad, Nimbuwala, Garhi Cantt, Dehradun, within three (3) working days following EOI opening. The EOI Inviting Authority shall not be held liable for any delays in the receipt of these documents.

Scanned copies of these documents should also be uploaded as part of EOI. In case these original documents (referred in previous paragraph) are not received within the stipulated time and scanned copies of these original documents not uploaded as part of EOI, the EOI shall be summarily rejected. In addition, scanned copies of payment instructions / details with regard to payment of Tender fee and EMD should also be uploaded as part of EOI. **No other original documents are required at this stage.**

12. Performance Security and Signing of Contract:

The Successful bidders shall sign a Contract (as per format in Annexure - 4). Before signing of the Contract, they shall be required to submit a Performance Security Deposit by way of DD or Pay order or Bank guarantee for an amount of **Rs. 10 (Ten) Lakhs** valid during empanelment period. Bid Security of successful agencies will be returned after they signing the Contract. In case they do not sign the Contract, their Bid Security will be forfeited.

13. Data services and facilities to be provided by UTDB:

- (i) All available data with UTDB.
- (ii) Identify a Single point official to co-ordinate with the Agency.
- (iii) Permissions as required.

14. Other Terms:

- (i) Right to reject any or all Expressions of Interest: Notwithstanding anything contained in this document, the Authority reserves the right to accept or reject any EOI and to annul the Selection Process and reject all EOIs, at any time without any liability or any obligation for such acceptance, rejection or cancellation.
- (ii) The Authority reserves the right to reject any Expression of Interest, if
 - a. At any time, a material misrepresentation is made or uncovered, or
 - b. The Agency does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Expressions of Interest.
- (iii) At any time before the submission of Expression of Interest, the Authority may, whether at its own initiative or in response to a clarification requested by a potential agencies, amend the EOI by issuing an Addendum / Corrigendum, which shall be uploaded on website www.uktenders.gov.in only and also may extend the deadline for submission of Expressions of Interest.
- (iv) To assist in the process of evaluation of EOIs, UTDB may, at its sole discretion, ask any Bidder for clarification including additional information and documents. In case of any additional documents, same will be accepted only if they are of historical nature i.e., either the documents or facts in the documents should have existed prior to be EOI submission time and same could be verified independently. However, no change in the substance of the EOI would be permitted by way of such clarifications. The request for clarification and the response shall be in writing or e-mail or by facsimile.
- (v) The Agency will liaise with the Media houses (print/electronic/web) which are executing and implementing the Media Campaigns as per the direction of UTDB.
- (vi) For any activity relating to the Media Planning, Media Strategy, Promotion and Advertising the UTDB may seek advice from any of the empanelled agency.

(To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised)

AFFIDAVIT

I / We, who is / are Authorised to sign and submit the bid against your IFB [title and reference number of the Invitation for Bids] do hereby undertake as follows:

- i. all the statements, documents, testimonials, certificates, etc., uploaded are genuine and the contents thereof are true,
- ii. any of our personnel, representatives, sub-consultants, sub-Suppliers, service providers, Suppliers and/or their employees will not directly or indirectly, engage in any activity that may intervene, interfere and/or influence the procurement process at any stage,
- iii. indemnify and compensate the UTDB from any penalties and costs that may be incurred due to lapse/s on our part including incorrect / misrepresented / forged documents or statements,
- iv. our firm / company, M/s. and our Principal M/s. are not blacklisted by any ministry / department / undertaking of Government of India, any State government and / or any Union territory administration in India.

2. If we are found contravening this undertaking even after award of contract in our favour or anyone else, we accept disciplinary action by the UTDB including rejection of our bid, annulment of contract and blacklisting.

Authorized signatory for the bidder

Signed: _____

Name: _____

Designation: _____

Date: _____

(Notarised)

(Name, Title and Address of the Attorney)

Accepted

.....

(Signature)

Witnesses:

1.

2.

Duly Authorised to sign this Authorization on behalf of: *[insert complete name of Bidder]*

{Note:

1. To be given on Stamp paper of value not less than Rs. 100, and also should be Notarised.
2. Only in case of Proprietary firms and if signed by proprietor himself / herself, this Power of Attorney is not required.}

Power of Attorney for signing of Bid

Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for **Empanelment of Media and advertising agencies for UTDB:** Work proposed by Uttarakhand Tourism Development Board, (the “UTDB”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to UTDB, representing us in all matters before UTDB, signing and execution of all contracts including the Contract and undertakings consequent to acceptance of our bid, and generally dealing with UTDB in all matters in connection with or relating to or arising out of our bid for the said Work and/ or upon award thereof to us and/or till the entering into of the Contract with UTDB.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF2.....

For
(Signature, name, designation and address)

(Notarised)

(Name, Title and Address of the Attorney)

Accepted

Witnesses:

1.
2.

(Signature)

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders’ resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
3. For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate

Format for Financial Capability

Financial Year	(In Rs.)
2016-17	
2017-18	
2018-19	

Note:

- 1. Only Annual Turnover from same item duly certified by CA along with his / her firm stamp and registration no. will be considered.**
- 2. The Bidder should provide the Financial Capability based on its own financial statements. Financial capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.**

**CONTRACT FOR EMPANELMENT
OF MEDIA AND ADVERTISING AGENCIES
FOR UTDB**

Between

Uttarakhand Tourism Development Board (UTDB)

and

.....

Dated:

Contract Agreement

This CONTRACT (hereinafter called the “**Contract**”) is made the _____ day of the month of**2020** between, on the one hand **Uttarakhand Tourism Development Board**, Pt. Deendayal Upadhyaya Paryatan Bhawan, (Near ONGC Helipad), Garhi Cantt., Dehradun – 248 003 represented by (hereinafter called the “**Client**”) and, on the other hand, M/s (address) represented by _____(name and designation) (hereinafter called the “**Agency**”)

WHEREAS

- (a) the Client has requested the Agency to provide certain services as defined in this Contract (hereinafter called the “**Services**”);
- (b) the Agency, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW, THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

Appendix A: Power of Attorney for signing of the Contract;

Appendix B: Affidavit;

Appendix C: UTDB's Notification of Award;

Appendix D: Minutes of pre-contract negotiation meeting;

Appendix E: Performance Security;

Appendix F: The General: Conditions of Contract;

Appendix G: The Special G: Conditions of Contract;

Appendix H: Description of Services

Appendix I: Duties of the Client

Appendix J: Reporting Requirements

Appendix K: Contract Price – as per financial proposal against specific assignment and to be part of Supplementary Contract

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:

- (a) The Agencies shall carry out the Services in accordance with the provisions of this Contract and the Supplementary Contract as given in the Request for Proposal for specific assignment; and
- (b) The Client shall make payments to the Agencies in accordance with the provisions of the Contract.

3. Supplementary Contracts shall be entered into based on the proposals received against Request for Proposals (RFP) for specific assignment / event, if required.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of **Uttarakhand Tourism Development Board**,

[.....]
For and on behalf of,
[.....]
For and on behalf of

[.....]

Witness 1:

(Signature)
(Name)
(Address)

Witness 2:

(Signature)
(Name)
(Address)

General Conditions of Contract

1. GENERAL PROVISIONS

1.1 Definitions Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) “Applicable Law” means the laws and any other instruments having the force of law in India for the time being.
- (b) “Agency” means any private or public entity that will provide the Services to the “Client” under the Contract.
- (c) “Contract” means the Contract signed by the Parties and all the attached documents listed in its Clause 1 that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) “Day” means calendar day.
- (e) “Effective Date” means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (f) “Client” means Uttarakhand Tourism Development Board (UTDB).
- (g) “Foreign Currency” means any currency other than the currency of the “Client’s country.
- (h) “GC” means these General Conditions of Contract.
- (i) “Government” means the Government of Uttarakhand
- (j) “Local Currency” means Indian Rupees.
- (k) “Member” means any of the entities that make up the joint venture/consortium/association; and “Members” means all these entities.
- (l) “Party” means the “Client” or the Agency, as the case may be, and “Parties” means both of them.
- (m) “Personnel” means professionals and support staff provided by the Agencies or by any Sub-agencies and assigned to perform the Services or any part thereof; “Local Personnel” means such professionals and support staff who at the time of being so provided had their domicile inside the Government’s country; and “Key Personnel” means the Personnel referred to in Clause GC 4.2(a).
- (n) “Reimbursable expenses” means all assignment-related costs [such as travel, translation, report printing, secretarial expenses, subject to specified maximum limits in the Contract].
- (o) “SC” means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) “Services” means the work to be performed by the Agency pursuant to this Contract.
- (q) “Sub-Agency” means any person or entity to whom/which the Agency subcontracts any part of the Services.
- (r) “Third Party” means any person or entity other than the “Client”, or the Agency.
- (s) “In writing” means communicated in written form with proof of receipt.

1.2 Relationship between the Parties: Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the “Client” and the Agency. The Agency, subject to this Contract, has complete charge of Personnel and Sub-Agencies, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

1.3 Law Governing Contract: This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India.

1.4 Headings: The headings shall not limit, alter or affect the meaning of this Contract.

1.5 Notices

1.5.1 Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2 A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6 Deleted.

1.7 Deleted

1.8 Authorized Representatives: Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the “Client” or the Agency may be taken or executed by the officials specified in the SC.

1.9 Taxes and Duties: The Agency, Sub- Agency and Personnel shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws. The compliance rating provided under the laws of each member of the consortium should be respectable level.

1.10 Fraud and Corruption

1.10.1 Definitions: It is the Client’s policy to require that Client as well as Agencies observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the Client defines, for the purpose of this provision, the terms set forth below as follows:

- (i) “Corrupt practice” means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) “Fraudulent practice” means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) “Collusive practices” means a scheme or arrangement between two or more Agencies, with or without the knowledge of the Client, designed to establish prices at artificial, non-competitive levels;
- (iv) “Coercive practices” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in Selection process or affect the execution of a contract;

1.10.2 Measures to be taken by the Client

- (a) The Client may terminate the contract if it determines at any time that representatives of the Agency were engaged in corrupt, fraudulent, collusive or coercive practices during the selection

process or the execution of that contract, without the Agency having taken timely and appropriate action satisfactory to the Client to remedy the situation;

- (b) The Client may also sanction against the Agency, including declaring the Agency ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;
- (c) In addition, the Agency shall not be awarded a contract if it at any time determines that the Agency has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Client-financed contract;

1.10.3 Commissions and Fees

At the time of execution of this Contract, the Agencies shall disclose any commissions or fees that may have been paid or are agreed to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2. COMMENCEMENT, COMPLETION, MODIFICATION, AND TERMINATION OF CONTRACT

2.1 Effectiveness of Contract: This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Agency instructing the Agency to begin carrying out the Services. This notice shall confirm that the conditions precedent and effectiveness conditions, if any, listed in the SC have been met.

2.2 Termination of Contract for Failure to Become Effective: If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, Client will encash the Performance Security after this notice period.

2.3 Commencement of Services: The Agency shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.

2.4 Expiration of Contract: Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective date as specified in the 2.8 below.

2.5 Entire Agreement: This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.6 Modifications or Variations: (a) any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party. (b) In cases of substantial modifications or variations, the prior written consent of the Client is required.

2.7 Force Majeure

2.7.1 Definition

- (a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the nonperformance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent).

- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub- Agencies or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.
- (c) Subject to clause 2.7.2, Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2 No Breach of Contract: The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3 Measures to be taken:

- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- (c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency, upon instructions by the Client, shall either:
 - (i) Demobilize, or
 - (ii) Continue with the Services to the extent possible, in which case the Agency shall continue to be paid proportionately and on *pro-rata* basis, under the terms of this Contract.
- (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8 Period of empanelment and Extension of time

Initially for three (3) years from signing of the Contract. It may be extended for a further period of two (2) years. However, during the entire Contract period (3 + 2 years) performance of the Service Provider shall be reviewed periodically at the discretion of UTDB, but at least once a year. At the end of three or five years, UTDB may extend the Contract for further periods to ensure continuity of services on same terms and conditions and such extensions shall not exceed one year in aggregate.

2.9 Suspension: The Client may, by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall allow the Agency to remedy such failure, if capable of being remedied, within a period not exceeding fifteen(15) days after receipt by the Agency of such notice of suspension.

2.10 Termination

2.10.1 by the Client: The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (h) of this Clause GC 2.10.

- (a) If the Agency fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.9 hereinabove, within fifteen (15) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Agency becomes (or, if the Agency consists of more than one entity, if any of its Members becomes and which has substantial bearing on providing Services under this contract) insolvent or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Agency fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Agency, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Agency submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) If the Agency places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Client. c
- (g) If the Agency fails to provide the quality services as envisaged under this Contract. The Contract Monitoring Committee (CMC) formulated to monitor the progress of the assignment may make judgment regarding the poor quality of services, the reasons for which shall be recorded in writing. The CMC may decide to give one chance to the Agency to improve the quality of the services.
- (h) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (i) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.10.2 In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Agencies, and sixty (60) days' in case of the event referred to in (h) and (i).

2.10.3 **By the Agency:** The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.10.3.

- (a) If the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause GC 8 hereof within forty-five (45) days after receiving written notice from the Agency that such payment is overdue.
- (b) If, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Client of the Agency's notice specifying such breach.

2.10.4 **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.10 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Agency's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Law.

2.10.5 **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.10.1 or GC 2.10.3 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep

expenditures for this purpose to a minimum. With respect to documents prepared by the Agency and equipment and materials furnished by the Client, the Agency shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

2.10.6 Payment upon Termination: Upon termination of this Contract pursuant to Clauses GC 2.10.1 or GC 2.10.3 hereof, the Client shall make the following payments to the Agency:

- (a) If the Contract is terminated pursuant to Clause 2.10.1 (g), (h), (i) or 2.10.3, remuneration pursuant to Clause GC 6.3(h) (i) hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6.3 (h) (ii) hereof for expenditures actually and reasonably incurred prior to the effective date of termination;
- (b) If the agreement is terminated pursuant of Clause 2.10.1 (a) to (f), the Agency shall not be entitled to receive any agreed payments upon termination of the contract. However, the Client may consider making payment for the part satisfactorily performed on the basis of Quantum Merit as assessed by it, if such part is of economic utility to the Client. Applicable Under such circumstances, upon termination, the Client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Agency will be required to pay any such liquidated damages to Client within 30 days of termination date.

2.10.7 Disputes about Events of Termination: If either Party disputes whether an event specified in paragraphs (a) through (g) of Clause GC 2.10.1 or in Clause GC 2.10.3 hereof has occurred, such Party may, within thirty (30) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

3. OBLIGATIONS OF THE AGENCY

3.1 General

3.1.1 Standard of Performance: The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Agencies or Third Parties.

3.1.2 Conflict of Interests: The Agency shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of this contract, a conflict of interest arises for any reasons, the Agency shall promptly disclose the same to the Client and seek its instructions.

3.2 Agency not to benefit from Commissions, Discounts, etc.

3.2.1 (a) The payment of the Agency pursuant to Clause GC 6 hereof shall constitute the Agency's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Agency shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Agency shall use its best efforts to ensure that any Sub Agencies, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.

(b) Furthermore, if the Agency, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Agency shall comply with the Client's applicable procurement guidelines, and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.2 Agency and Affiliates Not to Engage in Certain Activities: The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with

the Agency, as well as any Sub- Agencies and any entity affiliated with such Sub- Agencies, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Agency's Services for the preparation or implementation of the project.

3.2.3 Prohibition of Conflicting Activities: The Agency shall not engage, and shall cause their Personnel as well as their Sub- Agencies and their Personnel not to engage, either directly or indirectly, in any business or professional activities that would conflict with the activities assigned to them under this Contract.

3.3 Confidentiality: Except with the prior written consent of the Client, the Agency and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Agency and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.

3.4 Insurance to be Taken out by the Agency: The Agency (i) shall take out and maintain, and shall cause any Sub- Agencies to take out and maintain insurance, at their (or the Sub- Agency' as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks and for the coverage specified in the SC, and (ii) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.

3.5 Accounting, Inspection and Auditing: The Agency (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and up to five years from expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client.

3.6 Agency's Actions Requiring Client's Prior Approval: The Agency shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) Any change or addition to the Personnel listed in Appendix C.

(b) Subcontracts: The Agency may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Agency shall always retain full responsibility for the Services. In the event that any Sub- Agencies are found by the Client to be incompetent or incapable or undesirable in discharging assigned duties, the Client may request the Agency to provide a replacement with qualifications and experience acceptable to the Client or to resume the performance of the Services itself.

3.7 Reporting Obligations: The Agency shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

3.8 Documents Prepared by the Agency to be the Property of the Client: All plans, drawings, specifications, designs, reports, other documents and software prepared by the Agency for the Client under this Contract shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission in writing from the Client; and the Client reserves right to grant or deny any such request. If license agreements are necessary or appropriate between the Agency and third parties for purposes of development of any such computer programs, the Agency shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned.

3.9 Equipment, Vehicles and Materials Furnished by the Client: Equipment, vehicles and materials if made available to the Agency by the Client, or purchased by the Agency wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked

accordingly. Upon termination or expiration of this Contract, the Agency shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Agency, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

3.10 Equipment and Materials provided by the Agencies: Equipment or materials bought / brought by the Agency for the assignment and the Personnel and used either for the Project or personal use shall remain the property of the Agency or the Personnel concerned, as applicable.

4. AGENCIES' PERSONNEL AND SUB-AGENCIES

4.1 General: The Agency shall employ and provide such qualified and experienced Personnel and Sub-Agencies as are required to carry out the Services.

4.2 Deleted.

4.3 Deleted.

4.4 Removal and/or Replacement of Personnel:

(a) Deleted.

(b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Client's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) Deleted.

4.5 Deleted

4.6 Deleted.

5. OBLIGATIONS OF THE CLIENT

5.1 Assistance and Exemptions: Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.

(b) Provide to the Agency, Sub- Agencies and Personnel any such other assistance as may be specified in the SC.

5.2 Change in the Applicable Law Related to Taxes and Duties: If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Agency for providing the services i.e. Goods and Service Tax (GST) or any such applicable tax from time to time, which increases or decreases the cost incurred by the Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).

5.3 Services, Facilities and Property of the Client:

(a) The Client shall make available to the Agency and its Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix E, at the times and in the manner specified in said Appendix E.

- (b) In case that such services, facilities and property shall not be made available to the Agency as and when specified in Appendix E, the Parties shall agree on any time extension that it may be appropriate to grant to the Agency for the performance of the Services.

5.4 Payment: In consideration of the Services performed by the Agency under this Contract, the Client shall make to the Agency such payments and in such manner as is provided by Clause GC 6 of this Contract, subject to deduction of applicable taxes under applicable laws of India.

5.5 Deleted.

6. PAYMENTS TO THE AGENCY

6.1 Total Cost of the Services (a) the total cost of the Services payable is set forth in Appendix D as per the Agency's proposal to the Client and as negotiated thereafter.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the amount specified in Appendix-D.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 4.2 (c) or 5.2 hereof, the Parties shall agree that additional payments shall be made to the Agency in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 Currency of Payment: All payments shall be made in Indian Rupees.

6.3 Terms of Payment: The payments in respect of the Services shall be made as follows:

(a) The Agency shall submit the invoice for payment when the payment is due as per the agreed terms. The payment shall be released as per the work-related milestones achieved and as per the specified percentage as per SC 13.

(b) Once a milestone is completed, the Agency shall submit the requisite deliverables as specified in this Contract. The Client shall release the requisite payment upon acceptance of the deliverables.

(c) **Final Payment:** The final payment as specified in SC 13 shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Agency and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Agency specifying in detail deficiencies in the Services, the final report or final statement. The Agency shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Agency to the Client within thirty (30) days after receipt by the Agency of notice thereof. Any such claim by the Client for reimbursement must be made within one (1) calendar month after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.

(d) For the purpose of payment under Clause 6.3 (b) above, acceptance means; acceptance of the deliverables by the Client after submission by the Agency and the Agency has made presentation to the CMC with / without modifications to be communicated in writing by the Client to the Agency.

(e) If the deliverables submitted by the Agency are not acceptable to the CMC, reasons for such

non-acceptance should be recorded in writing; the Client shall not release the payment due to the Agency. This is without prejudicing the Client's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Agency only after it re-submits the deliverable, and which is accepted by the Client.

- (f) All payments under this Contract shall be made to the Bank account of the Agency specified in the SC.
- (g) With the exception of the final payment under (c) above, payments do not constitute acceptance of the Services nor relieve the Agency of any obligations hereunder, unless the acceptance has been communicated by the Client to the Agency in writing and the Agency has made necessary changes as per the comments / suggestions of the Client communicated to the Agency.
- (h) In case of early termination of the contract, the payment shall be made to the Agency as mentioned here with:
 - (i) Assessment should be made about work done from the previous milestone, for which the payment is made or to be made till the date of the termination. The Agency shall provide the details of persons reasonably worked during this period with supporting documents. Based on such details, the remuneration shall be calculated based on the man month rate as specified.
 - (ii) A reasonable assessment of the reimbursable and miscellaneous expenses shall be made based on details furnished by the Agency in this regard with supporting documents and based on the assessment of the work done and the respective rates as provided. Wherever such an assessment is difficult, the rates should be arrived at by calculating the amount on pro-rata basis.

The total amount payable shall be the amount calculated as per (i) and (ii) above plus any applicable tax.

7. FAIRNESS AND GOOD FAITH

7.1 Good Faith: The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2 Operation of the Contract: The Parties recognize that it is impractical in this Contract to provide for every contingency, which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1 Amicable Settlement: Performance of the contract is governed by the terms & conditions of the Contract. In case dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2 Arbitration: In the case of dispute arising upon or in relation to or in connection with the contract between the Client and the Agency, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996 and subsequent amendments from time to time. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Client and the Agency, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the

parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the President of Indian Council of Arbitration. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3 Arbitration proceedings shall be held in India at the place indicated in SC and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4 The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators as per the Act and shall be shared equally by the Client and the Agency. However, the expenses incurred by each party in connection with the preparation and presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the Award.

9. LIQUIDATED DAMAGES

9.1 The Agency hereby agrees that due to its negligent act, if the other party suffers losses, damages the quantification of which may be difficult; and hence the amount specified hereunder shall be construed as reasonable estimate of the damages and agrees to pay such liquidated damages as defined hereunder as per the provisions of this Contract.

9.2 The amount of liquidated damages under this Contract shall not exceed 5% of the total value of the contract for specific assignment.

9.3 The liquidated damages shall be applicable under following circumstances:

- (a) If the deliverables are not submitted as per schedule, the Agency shall be liable to pay 0.5% of the total cost of the services for delay of each week or part thereof.
- (b) If the deliverables are not acceptable to the Client as mentioned in Clause 6.3 (e), and defects are not rectified to the satisfaction of the Client within 30 days of the receipt of the notice, the Agency shall be liable for Liquidated Damages for an amount equal to 1% of total cost of the services for every week or part thereof for the delay.

10. Deleted.

11. INDEMNITY

The Agency shall, subject to the provision of the agreement indemnify the Client for an amount not exceeding the value of the agreement for any direct loss or damage caused due to any deficiency in services.

12. MISCELLANEOUS PROVISIONS:

- (i) "Nothing contained in this Contract shall be construed as establishing or creating between the Parties, a relationship of master and servant or principal and agent.
- (ii) Any failure or delay on the part of any Party to exercise right or power under this Contract shall not operate as waiver thereof.
- (iii) The Agency shall notify the Client of any material change in their status, in particular where such change would impact on performance of obligations under this Contract.
- (iv) The Agency shall at all times indemnify and keep indemnified the Client against all claims/damages, etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under the Project.
- (v) The Agency shall at all times indemnify and keep indemnified the Client against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (the Agency's) employees or agents or by

any other third Party resulting from or by any action, omission or operation conducted by or on behalf of the Agency.

- (vi) The Agency shall at all times indemnify and keep indemnified the Client against any and all claims by Employees, Workman, Agencies, Sub- Agencies, Contractors, sub-contractors, suppliers, agent(s), employed engaged or otherwise working for the Agency, in respect of wages, salaries, remuneration, compensation or the like.
- (vii) All claims regarding indemnity shall survive the termination or expiry of the Contract.
- (viii) It is acknowledged and agreed by all Parties that there is no representation of any type, implied or otherwise, of any absorption, regularization, continued engagement or concession or preference for employment of persons engaged by the Agency for any engagement, service or employment in any capacity in any office or establishment of the Government of India/ State or the Client.
- (ix) In case any empaneled Consulting Firm does not respond for three consecutive times, UTDB reserves the right to debar the firm for consideration during the remaining period.
- (x) Wherever applicable, the fees for the clearances for conducting studies, Agency will pay the fees, which would be reimbursed subsequently along with the professional fee. And the same should be clearly indicated in the Financial Proposal.

Special Conditions of Contract

Sl. No.	Ref. of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1	1.5	<p>The addresses are:</p> <p>i) Client : Uttarakhand Tourism Development Board (UTDB) Pt. Deen Dayal Upadhyaya Paryatan Bhawan Near ONGC Helipad, Garhi Cantt. Dehradun</p> <p>Attention : Chief Executive Officer Email : ceo.tourism.uk@gmail.com Phone : +91 135 2559898</p> <p>ii) Agency : : : Attention : Email : Phone :</p>
2	1.8	<p>The Authorised Representative are:</p> <p>For the Client:</p> <p>For the Agency:</p>
3	1.9	<p>(a) The Client shall reimburse Goods & Service Tax (GST) payable in India as per Applicable Law. The Agency shall register itself for GST with appropriate authority in Uttarakhand, if necessary as per prevalent law & shall provide the Registration Certificate to the Client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
4	2.2	The time period shall be 15 days
5	2.3	The time period shall be 15 days
6	3.4	<p>Limitation of the Agencies' Liability towards the Client</p> <p>(i) The ceiling on Agency's liabilities shall be limited to total cost of the Contract Value.</p>
7	3.4	The risks and the insurance coverage as applicable under prevalent law for appropriate sum shall be taken for agency's personnel, agency's property, Client's liability and workers compensation in respect of the agency's personnel, third party liability, professional liability, etc.
8	6.1(b)	<p>The ceiling in local currency is:</p> <p><u>This will be as per Request for Proposal against specific assignment</u></p>
9	6.3 (a)	Agency will have to submit invoices after completion and delivering of work as per the approved estimate and work order. Payment will be made within 30 days after completion of the work and submission of invoices. In the case of photo-shoot and video shoot for developing campaign / creative content, part payments will be released based on the progress of the assignment.
10	6.3 (f)	<p>The Bank account of the Agency:</p> <p>Bank Name : Bank Address: Current A/c No.: Beneficiary: SWIFT CODE: MICR: IFSC Code:</p>
11	8.3	The Arbitration proceedings shall take place in Dehradun in India.