

**VOLUME 2:  
DRAFT SERVICE AGREEMENT FOR  
UNDERTAKING CAMPAIGNS FOR  
PROMOTION OF JHARKHAND TOURISM**

## TABLE OF CONTENTS

1.	ARTICLE 1: DEFINITIONS AND INTERPRETATIONS .....	5
2.	ARTICLE 2: SCOPE OF WORK AND GRANT OF RIGHTS TO THE AGENCY .....	7
2.1	Scope of Work .....	7
2.2	Grant of Rights.....	8
2.3	Agreement Period .....	8
3.	ARTICLE 3: OBLIGATIONS OF THE AGENCY .....	8
3.1	Financing Arrangement.....	8
3.2	Performance Security.....	8
3.3	Deployment of Personnel.....	9
3.4	General Obligations of the Agency.....	9
4.	ARTICLE 4: OBLIGATIONS OF DoT .....	10
5.	ARTICLE 5: PAYMENT TERMS AND CONDITIONS .....	12
5.1	Service Fee.....	12
5.2	Applicable Taxes .....	12
6.	ARTICLE 6: FORCE MAJEURE .....	12
7.	ARTICLE 7: EVENTS OF DEFAULT .....	12
7.1	Agency’s Event of Default.....	12
7.2	DoT’s Event of Default.....	13
8.	ARTICLE 8: TERMINATION.....	13
8.1	Termination Due to Event of Default.....	13
9.	ARTICLE 9: DISPUTE RESOLUTION .....	14
9.3	Applicable Laws .....	14
10.	ARTICLE 10: REPRESENTATIVES AND WARRANTIES .....	14
10.1	Representatives and Warranties of the Agency .....	14
10.2	Representatives and Warranties of DoT .....	15
11.	ARTICLE 11: MISCELLANEOUS .....	16

SCHEDULES ..... 20

A. SCHEDULE 1: Scope of Services ..... 21

B. SCHEDULE 2 : Financial Proposal and Letter of Award ..... 27

C. SCHEDULE 3: Resources Committed by the Agency ..... 28

D. SCHEDULE 4: Performance Security ..... 30

E. SCHEDULE 5: Request for Proposal Document..... 32

**DRAFT SERVICE AGREEMENT FOR UNDERTAKING CAMPAIGNS FOR PROMOTION OF JHARKHAND TOURISM**

This Agreement is entered into on this the \_\_\_\_\_ day of \_\_\_\_\_, (month) Two Thousand and \_\_\_\_\_ at Ranchi.

**BETWEEN**

The GOVERNOR OF JHARKHAND acting through the Director, Directorate of Tourism, Government of Jharkhand, having its office at MDI Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand - 834004, (hereinafter referred to as "**DoT**" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the ONE PART

**AND**

M/s \_\_\_\_\_, a company registered under Companies Act, 1956/ a limited liability partnership firm registered under the Limited Liability Partnership Act, 2008/ partnership firm registered under the Partnership Act, 1932 and having its office at \_\_\_\_\_, represented by \_\_\_\_\_ (hereinafter referred to as "**Agency**" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of the OTHER PART.

DoT and Agency are collectively referred to as "**Parties**" and individually as "**Party**".

WHEREAS,

- A. Directorate of Tourism, Government of Jharkhand, has the principal objective of dissemination of information by undertaking media, creative, marketing, advertising and promotional activities related to tourism for the State of Jharkhand.
- B. In furtherance of its objective, DoT intends to engage the services of an Agency who would assist DoT in various routine as well as special and specific media/creative/advertising/marketing public relations and promotional activities for Jharkhand Tourism for an initial period of 2 (two) years in accordance with the terms and conditions of this Agreement and as enumerated in Schedule 1 (the "**Services**").
- C. DoT through an open, transparent and competitive bidding process invited Proposals from interested parties for the Services and to carry out any other activities incidental thereto.
- D. After evaluating the Proposals, DoT has accepted the Proposals submitted by (M/s. \_\_\_\_\_ ("**Selected Bidder**")) and issued a Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ to the Agency to perform the Services, duly acknowledged and accepted by the Agency vide letter No. \_\_\_\_\_ dated \_\_\_\_\_.
- E. DoT acknowledges that as on the date of execution of this Agreement, the Agency has submitted at the time of signing of this Agreement an irrevocable Bank Guarantee for an

amount equivalent to 5% (five percent) of the Service Fee quoted by the selected Agency towards the Performance Security in the format provided at Schedule 5.

- F. The Parties hereto are required to enter into an Agreement, being these presents, to record the terms, conditions and covenants set forth hereunder.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

## 1. ARTICLE 1: DEFINITIONS AND INTERPRETATIONS

### 1.1 Definitions

In this Agreement, the words and expressions defined below shall have the meanings assigned to them respectively, except where the context requires otherwise:

- i. **“Agency”** shall mean M/s. \_\_\_\_\_<sup>1</sup> and includes its successors and permitted assigns expressly approved by DoT.
- ii. **“Agency’s Event of Default”** shall have the meaning ascribed thereto in Clause 7.1.
- iii. **“Agreement”** means this Agreement, its recitals, the schedules hereto and any amendment hereto in accordance with the provisions contained in this Agreement.
- iv. **“Agreement Period”** shall mean a period of 2 (two) years commencing from the date of entering into this Agreement and any extension thereafter in accordance with this Agreement.
- v. **“Applicable Law”** shall mean all laws in force and effect by Government of India, State Governments, local bodies and statutory agencies. It would also include judgements, decrees, injunctions, writs or orders of any court of record as may be in force and effect during the subsistence of this Agreement and applicable to the Services or the Agency.
- vi. **“Applicable Permits”** shall mean all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the Agency under Applicable Law, in connection with the Services during the subsistence of this Agreement.
- vii. **“Arbitration Act”** shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
- viii. **“DoT Event of Default”** shall have the meaning ascribed thereto in Clause 7.2.
- ix. **“Dispute”** shall have the meaning set forth in Clause 9.1;
- x. **“Expiry”** shall mean expiry of this Agreement by efflux of time at the end of 2 (two) years from the date of signing of this Agreement or Termination Date, as the case may be.

---

<sup>1</sup> Name of the Selected Bidder

- xi. **"Expiry Date"** means the date on which Expiry occurs.
- xii. **"Force Majeure"** or **"Force Majeure Event"** shall have the meaning ascribed thereto in Article 6.
- xiii. **"Government"** means the Government of Jharkhand;
- xiv. **"Government Instrumentality"** means any Directorate, division or sub-division of Government of India or the State Government and includes any board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the State Government, as the case may be, or the performance of all or any of the services or obligations of the Agency under or pursuant to this Agreement.
- xv. **"Good Industry Practice"** means the exercise of that degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced person engaged in the implementation, or supervision or monitoring thereof of any of them of the services similar to that of the Service.
- xvi. **"INR, Re. or Rs."** means Indian National Rupees;
- xvii. **"Personnel"** means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof;
- xviii. **"RFP"** means the Request for Proposal document in response to which the Agency's proposal for providing Services was accepted;
- xix. **"Material Adverse Effect"** shall mean a material adverse effect of any act or event on the ability of the either party to perform any of its obligations under and in accordance with the provisions of this Agreement and which act or event causes a material financial burden or loss to either party.
- xx. **Material Breach** shall mean and include the following:
  - a. Failure by the Agency to procure the requisite insurance in accordance with this Agreement;
  - b. Failure by the Agency to replenish the Performance Security Deposit in accordance with the terms and conditions of this Agreement;
  - c. Failure by the Agency to comply with any instructions or orders of DoT made under this Agreement;
  - d. The direct or indirect assignment of any rights, interest or obligations in this Agreement, by the Agency in violation of any terms of this Agreement;
  - e. Failure by the Agency to observe or perform any of the Agency's undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this Agreement resulting in Material Adverse Effect.
- xxi. **"Person"** shall mean (unless otherwise specified or required by the context), any individual, Agency, corporation, partnership, joint venture, trust, unincorporated organisation,

government or government agency or any other legal entity.

- xxii. **"Services"** means the scope of services to be provided by the Agency in accordance with the terms and conditions of this Agreement and as enumerated in Schedule 1.
- xxiii. **"Service Fee"** shall mean the fixed amount payable by DoT to the Agency in consideration of rights granted under this Agreement during the Agreement Period and as set out in Clause 5.1 of this Agreement.
- xxiv. **"Third Party"** means any Person or entity other than the Government, Directorate of Tourism or the Agency.
- xxv. **"Termination"** shall mean early termination of the Agreement by either Party, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include Expiry.
- xxvi. **"Termination Date"** shall mean the date specified in the Termination Notice as the date on which Termination occurs.
- xxvii. **"Termination Notice"** shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.
- xxviii. **"Termination Payment"** shall mean the amounts payable by one Party to the other Party, in accordance with the provisions of this Agreement, upon Termination of the Agreement.

## 1.2 Interpretation

In interpreting the conditions in this Agreement, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this Agreement unless specifically defined. The documents forming part of the Agreement shall be interpreted in the following order of priority:

- i. This Agreement along with Schedules as amended from time to time;
- ii. Letter of Award;
- iii. Agency's Financial Proposal;
- iv. Clarification/Corrigendum/Addendum to the Bid Document, if any;
- v. Bid Document with all its Annexure and Appendices.

## 2. ARTICLE 2: SCOPE OF WORK AND GRANT OF RIGHTS TO THE AGENCY

### 2.1 Scope of Work

The scope of works (the **"Scope of Works"**) to be provided by the Agency during the Agreement Period shall mean

- i. Facilitate DoT in strengthening Jharkhand Tourism promotion and positioning of 'Jharkhand' as the most promising destinations at national and international level;
- ii. Undertake all the activities specified in Schedule 1 from time to time; and

- iii. Performance and fulfillment of all other obligations in accordance with the provisions of this Agreement and matters incidental thereto as per Good Industry Practice.

## 2.2 **Grant of Rights**

- 2.2.1 DoT hereby grants and authorises the Agency to provide the Services as set out in Schedule 1 and to exercise and/or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set out in this Agreement.
- 2.2.2 The rights, powers, benefits, privileges, authorisations and entitlements accruing to the Agency under this Agreement shall also include the right to negotiate on behalf of DoT and getting the maximum discount wherever applicable.

## 2.3 **Agreement Period**

- 2.3.1 The tenure of this Agreement shall be for a period of 2 (two) years commencing from the date of signing of this Agreement and ending on the Expiry Date (“the **Agreement Period**”).
- 2.3.2 Provided that on Termination, the Agreement Period shall mean and be limited to the period commencing from the date of signing this Agreement and ending with the Termination Date.
- 2.3.3 However, DoT shall review the performance of the Agency prior to expiry of 1 (one) year from the date of signing this Agreement and will be specific to the campaign and if DoT is of the opinion that the services provided by the Agency is satisfactory, it may extend the Agreement Period and may assign any other specific campaign. In case, DoT is of the opinion that the service provided by the Agency is not satisfactory as per Good Industry Practice, DoT shall have the right to terminate the Agreement as per Article 8 at any time during the period of the Agreement.

## 3. **ARTICLE 3: OBLIGATIONS OF THE AGENCY**

### 3.1 **Financing Arrangement**

The Agency shall at its cost, expenses and risk make such financing arrangement as would be necessary to provide the Services and to meet all of its obligations under this Agreement, in a timely manner, save as otherwise expressly provided under this Agreement.

### 3.2 **Performance Security**

- 3.2.1 The Agency shall, for due and punctual performance of its obligations hereunder relating to the Services, has submitted to DoT, simultaneous with the signing of this Agreement, an irrevocable and unconditional bank guarantee, from any nationalised or scheduled bank for an amount equivalent to 5% (five percent) of the total Service Fee quoted by the Agency in the form as set forth in Schedule 5, (“**Performance Security**”). The Performance Security shall remain in force and effect during the entire Agreement Period.
- 3.2.2 DoT reserves the right to appropriate amount from Performance Security for following reasons:



- i. Upon occurrence of an Agency's Event of Default,
  - ii. For recovery of any amount imposed as a fine or penalty by DoT for any breach committed by the Agency under this Agreement.
  - iii. For recovery of any amount, which DoT becomes liable to Government /Third party because of any Default of the Agency or any of his servant/agent or Personnel.
  - iv. For recovery of any payment/fine made by DoT under the order/judgement of any court/consumer forum or law enforcing agency or any Person working on his behalf due to any default of the Agency or any of his servant/agent or Personnel.
  - v. For recovery of any payment from Agency which is due to DoT under this Agreement.
- 3.2.3 Upon such encashment and appropriation from the Performance Security, the Agency shall, within 30 (thirty) days thereof, replenish the same in case of partial appropriation or replenish or furnish a fresh Performance Security to its original, failing which DoT shall be entitled to terminate this Agreement in accordance with Article 8.

### **3.3 Deployment of Personnel**

- 3.3.1 The Agency shall be responsible for the supervision, execution, and successful implementation of the Services. The Agency agrees to commit adequate skilled manpower resources for meeting its obligations under this Agreement as set out in Schedule 3.
- 3.3.2 The experts listed in Schedule-3 of the Agreement once approved by DoT shall not be replaced without prior approval of DoT.
- 3.3.3 If the Agency hereafter proposes to engage any person as experts under the provisions of this Agreement, it shall submit to DoT its proposal along with a CV of such person. DoT may approve or reject such proposal within 14 (fourteen) days of receipt thereof. If the proposal is rejected, the Agency may propose an alternative person for DoT 's consideration. If DoT does not reject a proposal within 14 (fourteen) days of the date of receipt thereof under this Clause it shall be deemed to have been approved by DoT.
- 3.3.4 The manpower resources and the experts listed in Schedule-3 should be proficient in English and Hindi languages.

### **3.4 General Obligations of the Agency**

- 3.4.1 The Agency shall coordinate with the Vendors, Media Publishing Agencies and/ or any other agency appointed by DoT and provide up-to date and comprehensive information on Jharkhand Tourism from time to time.
- 3.4.2 The Agency hereby agrees to perform the Services as set out in Schedule 1 and shall exercise degree of skill, diligence, prudence and foresight in compliance with the undertakings and obligations under this Agreement which would reasonably and ordinarily be expected of a skilled and an experienced Person engaged in a similar service.
- 3.4.3 The Agency agrees to provide with prompt written notice of the occurrence of any activities, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.

- 3.4.4 The Agency shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Agency shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to DoT, and shall at all times support and safeguard DoT's legitimate interests in any dealings with Third Parties.
- 3.4.5 The Agency shall comply with all applicable laws and regulations that relate to its performance of its obligations under this Agreement including but not limited to the provisions of the Child Labour (Prohibition and Regulation), Act, 1986, the Minimum Wages Act 1948 and the Contract Labour (Regulation and Abolition) Act, 1970.
- 3.4.6 The Agency shall keep DoT, its officers and staff harmless and indemnified against all losses, suits, damages, cost, charges, claims and demands, whatsoever including claim under the Workmen's Compensation Act 1928, its officers and staff may sustain, incur or become liable to pay by reason for in consequence of any injury to any Person or to any property belonging to DoT or to anyone else whether resulting directly or through any accident or otherwise to life or property.
- 3.4.7 The Agency shall assist DoT to appoint suitable entities and/ or empanel suitable entities (the "Vendors") in accordance with Schedule 1 for supply of goods/ services which are incidental to the Campaign activities listed under Schedule 1.
- 3.4.8 The Agency shall provide to DoT prompt written notice of any change in Agency's name, ownership, or form of organisation. The Agency shall provide DoT with prompt written notice of the occurrence of any event, which could jeopardize or materially impact its ability to perform its obligations under this Agreement in a timely manner.
- 3.4.9 Notwithstanding anything contained herein above, at any point of time during the Agreement period, provision of creative and design services towards conducting Campaigns, approved by DoT as part of the Comprehensive Annual Campaign Plan, shall be the responsibility of the Agency and the Agency shall not be paid separately for such services, unless otherwise explicitly approved by DoT.

#### **4. ARTICLE 4: OBLIGATIONS OF DoT**

- 4.1.1 In addition to and not in derogation or substitution of any of its other obligations under this Agreement, DoT shall:
- i. Render all necessary assistance in obtaining Applicable Permits, if any, from the Government agencies concerned.
  - ii. Make payments to the Agency in accordance with Article 5.
  - iii. Provide the following facilities to the Agency:
    - a) Space with internet connection at DoT for 3 Key Personnel to be deployed.
    - b) Minimum 3 (three) storage facilities with locking facilities in DoT for storage documents such as files, papers, reports etc

- c) Access to required and relevant data and information of DoT with regard to the Services of the Agency.

## **5. ARTICLE 5: PAYMENT TERMS AND CONDITIONS**

### **5.1 Service Fee**

The Parties agree that DoT shall pay to the Agency a Service Fee of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (the “**Service Fee**”) per annum for providing the Services as set out in Schedule 1 throughout the Agreement Period is as set out in the table below. A copy of the Financial Proposal and Letter of Award issued to the Agency containing the Service Fee per annum quoted by the Agency for undertaking the Services is provided at Schedule 2. The deliverables and payment milestones are shown in Schedule 1 of this agreement.

### **5.2 Applicable Taxes**

#### **5.2.1 Goods and Services Tax**

The applicable Goods and Services tax (GST) and any other tax as applicable on the Service Fee shall be payable extra by DoT over and above the respective fees and costs.

#### **5.2.2 Tax Deducted at Source (TDS)**

Wherever applicable, taxes shall be deducted at source from the Service Fee and other costs by DoT at the rates applicable for each of the above in accordance with the relevant Sections of the Income Tax Act.

## **6. ARTICLE 6: FORCE MAJEURE**

If either party is unable to perform its obligations under this Agreement due to the occurrence of an event beyond its control (such as acts of nature, Government actions, etc.), that party will not be in default of this Agreement. Each party agrees to use all reasonable efforts to enable performance under this Agreement after occurrence of such event.

If the Agreement is terminated due to Force Majeure, no Termination Payment shall be made by DoT to the Agency. DoT shall however, release the Performance Security after deducting such amounts due and recoverable (if any) by DoT.

## **7. ARTICLE 7: EVENTS OF DEFAULT**

### **7.1 Agency’s Event of Default**

Any of the following events shall constitute an event of default by the Agency (“**Agency’s Event of Default**”) unless such event has occurred as a result of one or more reasons set out in Article 6:

- a. The Agency has failed to adhere to the approved Media and Promotion Strategy and failed to comply with the notice to cure the defect within 30 (Thirty) days from the date of issue of such Notice;

- b. The Agency fails to replenish or provide fresh Performance Security in accordance with this Agreement;
- c. The Agency has repudiated this Agreement or has otherwise expressed an intention not to be bound by this Agreement;
- d. the Agency is adjudged bankrupt or insolvent, or if a trustee or receiver is appointed for the Agency for the whole or material part of its assets that has a material bearing on the Services;
- e. the Agency has assigned its rights and obligations under this Agreement to a Third Party without written consent of DoT;
- f. the Agency submits to DoT any statement, notice or other document, in written or through email, which has a material effect on DoT's rights, obligations or interests and which is false in material particulars;
- g. the Agency has failed to fulfill any obligation and fails to fulfill any obligations set out under the Scope of Services, for which Termination has been specified in this Agreement;
- h. Any representation made or warranties given by the Agency under this Agreement is found to be false or misleading;
- i. A resolution has been passed by the shareholders of the Agency for the voluntary winding up of the Agency; or
- j. the Agency commits a default in complying with any other provision of this Agreement if such default causes a Material Adverse Effect on DoT.

## 7.2 DoT's Event of Default

Any of the following events shall constitute an event of default by DoT ("**DoT Event of Default**"), DoT:

- a. is in breach of any of its obligations under this Agreement and has failed to cure such breach within 60 (sixty) days of receipt of notice thereof issued by the Agency;
- b. has repudiated this Agreement or otherwise expressed its intention not to be bound by this Agreement;
- c. has made a false or misleading representation or warranties under this Agreement.

## 8. ARTICLE 8: TERMINATION

### 8.1 Termination Due to Event of Default

8.1.1 Either Party shall have a right to terminate this Agreement by giving to the other party, 30 (thirty) days written notice of termination ("**Termination Notice**"). Such termination shall be effective after the expiry of the date (30 days) of such notice ("**Termination Date**").

8.1.2 Upon termination becoming effective, all arrangements and understandings incorporated in this Agreement shall cease to exist. The confidentiality obligations of the Agency shall survive even after termination of this Agreement.

8.1.3 Upon Termination, DoT is liable to pay the Service Fee only upto the Termination Date if the Services are rendered.

8.1.4 If this Agreement expires or is Terminated due to any event other than a Agency's Event of Default, the Performance Security shall subject to DoT's right to receive amounts from the Agency, if any, under this Agreement, be duly discharged and released to the Agency without any interest within 3 (three) months from the date of expiry of this Agreement or Termination.

## **9. ARTICLE 9: DISPUTE RESOLUTION**

### **9.1 Amicable Resolution**

In case of any dispute, difference or controversy of whatever nature between the Parties arising out of or in connection to this Agreement or the interpretation thereof (**the "Dispute"**), the Parties shall in the first instance use their best efforts to settle the Dispute amicably. If the Dispute is not amicably settled within 15 (fifteen) days of issue of notice, the Dispute may be referred for arbitration in accordance with the provisions of Clause 10.2 below.

### **9.2 Arbitration**

Subject to the provisions of Clause 9.1, any Dispute which is not resolved amicably shall be finally settled by binding arbitration under the Arbitration Act. The arbitration shall be by a panel of three arbitrators, one each to be appointed by DoT and the Agency and the third to be appointed by the two arbitrators so appointed. The Party requiring arbitration shall appoint the arbitrator in writing, inform the other Party about such appointment and call upon the other Party to appoint its arbitrator. If within 15 (fifteen) days of receipt of such intimation the other Party fails to appoint its arbitrator, the Party seeking appointment of arbitrator may take further steps in accordance with the Arbitration Act. The place of arbitration shall be in Ranchi and the language of arbitration proceedings shall be English. The decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act. However, pending the submission of and/or decision on a Dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement without prejudice to a final adjustment in accordance with such award.

### **9.3 Applicable Laws**

The Agency shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that the Personnel and agents of the Agency, comply with the Applicable Laws.

## **10. ARTICLE 10: REPRESENTATIVES AND WARRANTIES**

### **10.1 Representatives and Warranties of the Agency**

The Agency represents and warrants to DoT that:

- a. it is duly organised, validly existing and in good standing under the laws of India;
- b. it has full power and authority to execute, deliver and perform its obligations under this Agreement and to carry out the transactions contemplated hereby;
- c. it has taken all necessary corporate and other actions under Applicable Laws and its charter documents to authorise the execution, delivery and performance of this

- Agreement; and it hereby expressly and irrevocably waives any immunity in any jurisdiction in respect thereof;
- d. it has the financial standing and capacity to undertake the Services;
  - e. this Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
  - f. the execution, delivery and performance of this Agreement will not conflict with, result in the breach of, constitute a default under or accelerate performance required by any of the terms of the Agency's Memorandum and Articles of Association or any Applicable Laws or any covenant, agreement, understanding, decree or order to which it is a party or by which it or any of its properties or assets are bound or affected;
  - g. there are no actions, suits, proceedings or investigations pending or to the Agency's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may constitute Agency's Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
  - h. it has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any government body which may result in Material Adverse Effect;
  - i. it has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;
  - j. subject to receipt by the Agency from DoT, of the Termination Payment and any other amount due under any of the provisions of this Agreement, in the manner and to the extent provided for under the applicable provisions of this Agreement, all rights and interests of the Agency under this Agreement and shall cease and be inoperative to the intent and purpose;
  - k. no representation or warranty by the Agency contained herein or in any other document furnished by it to DoT in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
  - l. no bribe or illegal gratification has been paid or will be paid in cash or kind by or on behalf of the Agency to any Person to procure this Agreement;
  - m. without prejudice to any express provision contained in this Agreement, the Agency acknowledges that prior to the execution of this Agreement, the Agency has after a complete and careful examination made an independent evaluation of the Services, and the information provided by to it as part of the bid documents or otherwise, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Agency in the course of performance of its obligations hereunder; and
  - n. the Agency also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that DoT shall not be liable for the same in any manner whatsoever to the Agency.

## 10.2 **Representatives and Warranties of DoT**

DoT represents and warrants to the Agency that:

- a. DoT has full power and authority to enter into this Agreement and perform / disclose their obligations contained herein;

- b. This Agreement constitutes legal, valid and binding obligation enforceable against it in accordance with the terms hereof; and
- c. There are no suits or other legal proceedings pending or threatened against DoT in respect of the Services.

## **11. ARTICLE 11: MISCELLANEOUS**

### **11.1 Ownership**

Agency agrees that the ownership of all material including art work, brochures, concepts, ideas, documents, films and computer presentations and other items or things, organizing artworks, written and other materials, documents, raw stock and films vests with DoT. The Agency agrees to deliver to DoT all such material upon termination/ at the time of expiry of this Agreement by lapse of time.

### **11.2 Assignment**

The rights and duties created by this Agreement are personal to Agency and accordingly, except as otherwise may be permitted herein, the Agency shall not directly or indirectly assign directly or indirectly, any interest, right or obligation in this Agreement, in whole or in part without the express written consent of DoT. Any such purported assignment without DoT's prior written consent shall constitute a Material Breach, which will entitle DoT to cancel the Agreement apart from such assignment being null and void abinitio.

### **11.3 Confidentiality**

The Agency and the Personnel shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by DoT to the Agency and the Personnel; any information provided by or relating to DoT, its technology, technical processes, business affairs or finances or any information relating to DoT's employees, officers or other professionals or suppliers, customers, or contractors of DoT; and any other information which the Agency is under an obligation to keep confidential in relation to the Services or this Agreement ("**Confidential Information**"), without the prior written consent of DoT.

Notwithstanding the aforesaid, the Agency and the Personnel may disclose Confidential Information to the extent that such Confidential Information:

- i. was in the public domain prior to its delivery to the Agency and the Personnel or becomes a part of the public knowledge from a source other than the Agency and the Personnel;
- ii. was obtained from a Third Party with no known duty to maintain its confidentiality;
- iii. is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Agency and the Personnel shall give DoT, prompt written notice, and



use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

- iv. is provided to the professional advisers, agents, auditors or representatives of the Agency or Personnel, as is reasonable under the circumstances; provided, however, that the Agency or Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

#### **11.4 General Liability and Indemnity**

11.4.1 The Agency shall indemnify, defend and hold DoT, its officers and agents harmless against any and all

- i. Proceedings, actions and Third Party claims arising out of a breach by the Agency of any of its obligations under this Agreement, except to the extent that any such claim has arisen due to breach by DoT of any of its obligations under this Agreement or a Force Majeure Event which is a Political Event.
- ii. Losses resulting from the publication of the contents of the advertisement including claims for libel, violation, privacy, copyright infringement or plagiarism, except for the content and/or information provided by DoT to the Agency.
- iii. any loss of or damage to any of DoT's property arising out of or in connection with any act, omission, or negligence of the Agency its officers, agents, contractors, subcontractors, employees or invitees, unless such loss or damage is caused by or due to the sole negligence or willful misconduct of DoT, upto 100% of Service Fee received by the Agency from DoT during the period in which any such claim arises.

11.4.2 DoT shall, indemnify, defend and hold harmless the Agency against any and all proceedings, actions, Third Party claims for loss, damage and expense of whatever kind and nature arising out of breach by DoT, its officers, servants and agents of any obligations of DoT under this Agreement except to the extent that any such claim has arisen due to breach by the Agency of any of its obligations under this Agreement.

#### **11.5 Governing Law and Jurisdiction**

This Agreement shall be governed by the laws of India. The Courts at Ranchi shall have jurisdiction over all matters arising out of or relating to this Agreement.

#### **11.6 Waiver**

No waiver by a Party of failure or failures by the other Party to this Agreement to perform any provision of this Agreement shall operate or be construed as a waiver in respect of any another or further failure whether of a like or different character/nature.

#### **11.7 Limitation of Liability**

DoT shall not be liable to the Agency for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this Agreement.

## 11.8 **Survival**

In the event of any termination of this agreement in whole or in part, the section entitled “Indemnification”, “Confidentiality”, and “Limitation of Liability” shall survive and continue in effect and shall ensure to the benefit of DoT and be binding upon Agency, their legal representatives, heirs, successors and assigns.

## 11.9 **Severability**

If for any reason whatsoever any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this Agreement or otherwise.

## 11.10 **Amendments**

This Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the Agreement between the Parties on the subject hereof and no amendment or modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

## 11.11 **Entire Agreement**

This Agreement is the complete Agreement between DoT and Agency. Any amendment to this Agreement must be made in writing and to be signed by both the Parties.

## 11.12 **Notice**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall be given through registered post with acknowledgment due.

If to DoT:

The Director

Directorate of Tourism

Government of Jharkhand

MDI Building, 2nd Floor, HEC Campus,

Dhurwa, Ranchi, Jharkhand

TEL NO: +91 651 2400493, Fax No: +91 651 2400492

E-MAIL: [tourism.directorate@rediffmail.com](mailto:tourism.directorate@rediffmail.com)

If to the Agency

---

\_\_\_\_\_  
\_\_\_\_\_

Or such address, telex number, or facsimile number as may be duly notified by the respective Parties from time to time.

**11.13 Language**

All notices required to be given under this Agreement and all communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

**11.14 Counterparts**

This Agreement may be executed in two counterparts, each of which when executed and delivered shall constitute an original of this Agreement but shall together constitute one and only the Agreement.

IN WITNESS WHEREOF, the Parties hereto have signed this agreement on the day month and year first herein aforementioned.

**FOR AND ON BEHALF OF DIRECTORATE OF TOURISM, GOVERNMENT OF JHARKHAND:**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_

**FOR AND ON BEHALF OF AGENCY:**

Signature : \_\_\_\_\_  
Name : \_\_\_\_\_  
Designation : \_\_\_\_\_

Witness 1 : \_\_\_\_\_ Witness 2 : \_\_\_\_\_

# **SCHEDULES**

## A. SCHEDULE 1: Scope of Services

### 1. THE LIST GIVEN BELOW IS AN INDICATIVE LIST OF CAMPAIGN ACTIVITIES AND SHALL INCLUDE ALL ACTIVITIES INCIDENTAL TO THOSE MENTIONED BELOW, UNLESS STATED OTHERWISE:

- i. Undertake 10 Campaigns to facilitate DoT in strengthening Jharkhand Tourism brand, promotion and positioning of 'Jharkhand' as the most promising destinations at national and international level through multiple campaigns. These Campaigns could be Annual Campaigns, Seasonal Campaigns, Destination specific Campaigns or product specific Campaigns, based on the Comprehensive Annual Campaign Plan approved by the DoT. DoT may instruct the Agency to undertake more than 10 campaigns during the Agreement Period, which the Agency will not deny and will undertake the same at the same pro rata cost.
- ii. An indicative list of Campaigns which may or may not form part of the actual list of campaigns to be undertaken, which will be finalised in consultation with DoT:
  - a. Annual Campaign for overall Tourism Branding for the State of Jharkhand;
  - b. Promotion of Religious Destinations such as Deoghar, Parasnath Temple, Rajrappa Temple, Jagannath Temple, Pahari Mandir, Deori Mandir, Basukinath temple, Sikidiri, Maluti Temple, Anjani Dham, Ramrekha Dham, Naulakha Temple etc.;
  - c. Promotion of waterfalls – Hundru, Johna, Dassam, Panchghag etc;
  - d. Promotion of Waterfront Developments – Hatia, Kanke, Getalsud, Chandil, Patharatu, Maithan, Dimna Lake, etc.;
  - e. Promotion of Ecotourism Destinations – Hazaribaag, Netrahaat, Dalma wildlife sanctuary etc.
- iii. An indicative list of activities to be undertaken by the Agency under each campaign includes:
  - a. Preparation of creative content/ theme and design for various Promotional films including documentary films (minimum 1 no.);
  - b. Preparation of creative content/ theme and design for Advertisements through Print media including but not limited to magazines and newspapers (minimum 3 nos.);
  - c. Preparation of creative content/ theme and design for production of Radio Jingles (minimum 1 no.);
  - d. Preparation of creative content/ theme and design for production of TV Commercials (minimum 1 no.);
  - e. Preparation of content for electronic mails/ letters, web posts, blogs, etc. to promote Jharkhand tourism and sending the same to various stakeholders over the internet;
  - f. Preparation of creative content/ theme and design for production of outdoor advertisements, hoardings, banners, web posts, blogs, etc.;
  - g. Preparation of creative content/ theme and design for any other media vehicle suggested by DoT (minimum 3 nos.).

To summarise, the activities to be taken up by the Agency as part of each Campaign include but not limited to the following:

- a. Developing and providing the necessary content to promote Jharkhand tourism through logos, taglines, key messages, catch phrases, colour schemes for various brochures, travel guides, press conferences, media events, theme campaigns etc.
  - b. Develop and provide the necessary content for advertisements/ promotional/ publicity material including design in Hindi and English languages and translation of the same to other national and international languages as required by DoT.
  - c. Assist DoT in advertising the same through press, print media, radio, billboards, internet, travel-related guides, books & brochures, television, outdoor advertising, social media, theme campaigns, etc.
- iv. Promotion of all major tourist destinations (as specified by DoT from time to time) and both tangible & intangible heritage and tourism potential of Jharkhand.
  - v. Take initiatives for promoting the not so popular destinations in Jharkhand through any other innovative ideas suggested either by itself or by DoT.

#### **A. MEDIA PLANNING**

- i. Prepare a Comprehensive Annual Campaign Plan clearly indicating a roadmap for promotion of Jharkhand Tourism through 10 campaigns at National level, State level and Regional level during the Agreement Period and execute the same on approval by DoT. This shall include:
  - a. Study to understand the strengths/ tourism potential of the State;
  - b. Recommendation of tourism products;
  - c. Recommendation on the positioning and target customer base for each of the products
  - d. Recommendation on the promotion strategy for each of such tourism products
  - e. Product segmentation and use of appropriate creative for the different markets and segments
  - f. Planning most appropriate schedules and places for release of campaigns in different markets
  - g. Specifying the nature and themes of proposed Campaigns, which may be annual, seasonal, product specific or destination specific, based on the requirements of DoT.
  - h. Planning the effective use of web with innovative digital media vehicles.

#### **B. SOCIAL MEDIA SERVICES**

- i. Agency shall be required to undertake a comprehensive social media campaign on social media including but not limiting to Twitter, Facebook, YouTube and Instagram.
- ii. Indicative list of activities for taking up social media campaigns through Twitter and YouTube are listed below. However, the list of activities to be taken up on selected social media platforms shall be finalised in consultation with DoT.
  - a. Twitter: to create Jharkhand tourism Twitter account and keep it active further by at least 1 tweet daily on important ongoing/ upcoming activities. New project/ task/ contests/ discussions/ groups/ rewards may be tweeted about on a daily basis.
  - b. You Tube: a Jharkhand Tourism channel on You Tube may be created wherein all audio visual media, interviews, films etc. may be posted. Pre-roll ad (TrueView format ads-skippable as well as non-skippable) which is a promotional video message that plays

before the content the user has selected may be created through Vendors and posted on most watched or popular videos to increase branding and promotion.

- iii. All social media space and services available free for general public in the open market/ internet shall be expeditiously utilised by the Agency for rendering social media services. However, paid services offered by social media platforms shall form part of media publishing/ buying activities and in such case, the scope of services of the Agency shall be limited to the Media Placement services mentioned under section D below.

### **C. ASSISTANCE IN SELECTION AND APPOINTMENT OF VENDORS**

- i. The Selected Agency shall assist DoT to appoint suitable entities and/ or empanel entities (the “**Vendors**”) through a quality based competitive transparent bidding/empanelment process for supply of goods/ services which are incidental to the Campaign activities, not limited to the following:
  - a. Printing and Supply of promotional materials;
  - b. Production of films including documentary films;
  - c. Production of TV commercials;
  - d. Production of radio jingles; and
  - e. Any other incidental services as and when sought by DoT.

The bidding /empanelment documents shall clearly indicate the payment terms for the Vendors. Payment to the Vendors for supply of goods/ services which are incidental to the Campaign activities will be at the rates notified by the Government of Jharkhand/ Directorate of Advertising and Visual Publicity (DAVP) from time to time, wherever such rates are notified.

In the event rates are not notified by Govt. of Jharkhand/ DAVP for supply of a particular goods/ service, DoT will pay the Vendors based on the terms of selection and appointment of a Vendor for supply of such goods/ service or based on the least cost quoted by the empanelled Vendors.

- ii. The Agency shall undertake procurement of goods/ services which are incidental to the Campaign activities only from the Vendors selected and appointed or empanelled by DoT, unless otherwise approved by DoT.
- iii. The Agency shall coordinate and supervise the working of the Vendors at any point of time during the Agreement Period for successful accomplishment of the Campaign activities.

### **D. MEDIA PLACEMENT SERVICES**

- i. Identification and recommendation of media vehicles to DoT for different markets and segments, based on research for the best promotion of Jharkhand tourism as part of the local/ regional and national campaigns. It should be appropriate, cost-effective.
- ii. Draw a list of media vehicles and assist DoT in determining the media vehicle/ medium that will be most effective in reaching out to the target audience for the best promotion of Jharkhand tourism as part of the local/ regional and national campaigns, including but not limited to the following channels:

- a. Electronic: television, radio, internet, mobile phone communication;
  - b. Print: newspapers (national as well as regional), magazines, pamphlets, leaflets, brochures, press releases or any mass communication material etc.;
  - c. Outdoor: hoardings, banners, posters, hand-outs, canopy activities at vantage points, bus/train panels, bus shelters, metro rail and metro stations, airports, illuminated signage, wall paintings, display panels etc.;
  - d. Entertainment: Cinema halls (Single screens and multiplexes);
  - e. Digital creative: Flash/ animated interactive games, SMS content for mobile marketing, info-graphics, e-Books, mobile app, interactive digital games, flash games, websites and portals etc.;
  - f. Other innovative modes of communication.
- iii. Draw a list of media publishing agencies, involved in the business of publishing media content through sale of media space, which are operational in different markets and segments.
  - iv. Present DoT the various media buying options available, at any point of time, in different markets and segments for the best promotion of Jharkhand tourism as part of the local/ regional and national campaigns.
  - v. Assist DoT in finalizing and appointing media publishing agencies (the “**Media Publishing Agency**”) for publishing media content through the media vehicles finalised by DoT for specific campaigns at local/ regional and national levels. However, payment to the Media Publishing Agencies appointed by DoT for providing media publishing services shall be made directly to them by DoT.

## **2. DELIVERABLES, TIMEFRAME AND PAYMENT MILESTONES**

### **i. Terms of payment of Service Fee to the Agency**

The time frame for submission of deliverables and the payment of Service Fee on the respective milestone deliverables to the Agency by DoT is as set out in the table below:



Sl. No.	Deliverables	Time frame	Payment Milestone	Payment Percentage	Payment (% of Service Fee per annum)
<b>1<sup>st</sup> Quarter after signing of agreement</b>					
1.	Preparation and submission of Comprehensive Annual Campaign Plan	Within 30 days from date of signing of Agreement	On approval of Comprehensive Annual Campaign Plan by DoT	12.5%	25%
2.	Report on the proposed Campaigns, along with proposed creative for the year	Within 30 days from the date of approval of Comprehensive Annual Campaign Plan by DoT	On approval of Report on the proposed Campaigns by DoT	12.5%	
<b>2<sup>nd</sup> Quarter onwards applicable for each quarter till the expiry / termination of agreement</b>					
1.	Report on the proposed Campaigns, along with proposed creative for the Quarter.	Within 3 days of start of quarter	On approval of Report on the proposed Campaigns by DoT	12.5%	25%
2.	Website Content Management & Social Media Report	Within 7 days of end of each quarter	On approval of the Website Content Management & Social Media Report by DoT	12.5%	

**Note:**

1. The Agency should ensure the implementation of the above mentioned services and take necessary steps to complete the work in all respects and fulfill the obligations under this Agreement from time to time.
2. The Agency shall be paid the respective percentage of Service fee only upon provision of the respective services and submission of respective deliverables per quarter.
3. In case the Agency does not provide any of the above services or does not meet any of the above mentioned milestone deliverables per quarter, DoT shall not be liable to make any payment to the selected Agency and shall have the right to deduct the respective percentage payments towards the particular milestone deliverables.
4. DoT shall duly make the payment of Service Fee to the Agency within a period of 30 (thirty) days from the date of receipt of the respective bills subject to:
  - (a) Submission of proper bills clearly stating the breakup of applicable taxes including the Goods and Services Tax (GST); and
  - (b) Approval of DoT on the respective milestone deliverables/ reports submitted by the Agency.

**ii. Terms of payment to the Vendors**

- a. Payment to the Vendors selected and appointed by DoT for supply of goods/ services which are incidental to the Campaign activities, shall be made directly to them by DoT. After the same are validated by the Agency, which will do so within 7 days from the date of receipt of such bills.
- b. The Agency will regularly follow up with DoT for making payments for bills to the Vendors for supply of goods/ services, to ensure that the Campaign activities are not jeopardized by the delay in supply of goods/ services by the Vendors, du to delay in payment.

**iii. Terms of payment to the Media Publishing Agencies**

- a. The payment towards publishing media content through the media vehicles finalised by DoT viz. media publishing/ buying charges, shall be made directly by DoT to the Media Publishing Agencies appointed by them, as per the rates notified by the Government of Jharkhand/ Directorate of Advertising and Visual Publicity from time to time, wherever such rates are notified.
- b. In the event rates are not notified by Govt. of Jharkhand/ DAVP for a particular media publishing service, DoT will pay the Media Publishing Agency as per the terms of appointment of such agency or based on the competitive quoted by the media publishing agencies in the market.
- c. Any paid services offered by social media platforms and availed by DoT as part of the Campaign activities, shall also form part of media publishing/ buying activities and in such case, payment terms for such services shall be the same as in the case of payment of media publishing/ buying charges.

**B. SCHEDULE 2 : Financial Proposal and Letter of Award**

(Replicate the Financial Proposal submitted by the Agency and the Letter of Award issued to the Agency by DoT)

**C. SCHEDULE 3: Resources Committed by the Agency**

The Agency would commit the necessary resources required from time to time, for carrying out the Services and co-ordinating with DoT and other agencies / Directorate. The Agency shall also designate dedicated one or two Personnel who shall be available for DoT at all times for information and services provided under this Agreement.

**Provide the List and CV's clearly containing a detailed job descriptions and minimum qualifications and experience of Resources to be assigned for the Services.**

At DoT's Office	At Agency's Office
1. Creative Expert 2. PR Expert 3. IT Expert  Note: The CV's submitted as experts for Key Personnel shall be the same deployed to the DoT's office.	1. Support Staff  Note: ✓ Support Staff for Creatives & Designing, PR activities & IT services ✓ Appropriate sized teams supporting each expert

**1. Key Personnel deployed at DoT's Office must fulfil the following conditions:**

Key Personnel	Minimum Educational Qualification	Minimum Length of Experience similar to the Responsibility stated in this table	Experience	Responsibility
Creative Expert	Should be a Graduate in Digital Arts & Designs / Fine Arts or equivalent	5 years	Experience in Creative designing similar to the Responsibility stated in this table.	Designing various Creatives for various media such as Print, Radio, TV, Internet etc.
PR Expert	Should have a Bachelor's degree in marketing/advertising/communications/ Journalism/ Mass-media or Business Administration or equivalent	5 years	Experience in marketing, PR related activities, advertising, media and promotional activities similar to the Responsibility stated in this table.	PR services for DoT Prepare an action plan for media round tables, media briefings, media field visits, one-on-ones meetings, events etc. with timeline that can be implementable. Associating with prominent Tourist Associations, Tour Operators to introduce Jharkhand in Maximum Holiday Packages. Advise DoT on media and press

<b>Key Personnel</b>	<b>Minimum Educational Qualification</b>	<b>Minimum Length of Experience similar to the Responsibility stated in this table</b>	<b>Experience</b>	<b>Responsibility</b>
				<p>conference coverage to identify trends, gaps and opportunities of Jharkhand Tourism.</p> <p>Media Planning &amp; Scheduling, Media Buying-Liaising with Media Owners and getting best deals to DoT</p> <p>Defining and executing social media strategies. Cultivating new communities</p> <p>Managing online communications on behalf of DoT using Facebook, MySpace, twitter, youtube and other social media,</p> <p>Provide relevant content daily while monitoring relevant updates.</p>
IT Expert	Should be a B.E/ B.Tech/ MCA/ Graduate in Computer Science and applications or equivalent	3 years	Experience in managing web analytic tools and applications, software and application developments including apps and in activities similar to the Responsibility stated in this table.	<p>Designing various Mobile Apps, Website Design and Management.</p> <p>Analyzing and publishing online data and making recommendation using the web analytics tools and applications, developing and executing the best practice analytics strategy and implementing new functionality as required to deliver analytics support</p>

*Note: CVs of Key Personnel to be deployed at DoT's office shall be attached as part of Schedule 3.*

## D. SCHEDULE 4: Performance Security

### (PROFORMA OF BANK GUARANTEE)<sup>2</sup>

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (*Name of the Bank*) having its Head / Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

#### **In favour of**

THE GOVERNOR OF JHARKHAND acting through the Director, Directorate of Tourism, Government of Jharkhand having its office at MDI Building, 2nd Floor, HEC Campus, Dhurwa, Ranchi, Jharkhand - 834004, hereinafter referred to as “DoT”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

#### **WHEREAS**

- A. By the Service Agreement being entered into between DoT and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 having its office at \_\_\_\_\_ (“the **Service Agreement**”), the Company had been granted the Rights for undertaking media, creative and promotion of Jharkhand Tourism for DoT (hereinafter referred to as **Services**).
- B. In terms of Article 3.2 of the Service Agreement, the Company is required to furnish to DoT, an unconditional and irrevocable bank guarantee for an amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only) (*Equal to an amount specified in Clause 3.2 of the Service Agreement*), as security for due and punctual performance/discharge of its obligations under the Service Agreement.
- C. At the request of the Company, the Guarantor has agreed to provide guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Company of its obligations under the Service Agreement.

NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:

1. Capitalised terms used herein but not defined shall have the meaning assigned to them respectively in the Service Agreement.
2. The Guarantor hereby irrevocably guarantees the due and punctual performance by \_\_\_\_\_ [*name of the Selected Bidder*] (hereinafter called “the Second Party”) of all its obligations under the Service Agreement.
3. The Guarantor shall, without demur, pay to DoT sums not exceeding in aggregate Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only) (*Equal to an amount specified in Clause 3.2 of the Service Agreement*), within five (5) calendar days of receipt of a written demand therefore from DoT stating that the Company has failed to meet its performance

<sup>2</sup> To be issued by a Scheduled Bank in India and from Ranchi branch only

obligations under the Service Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Second Party or validity of demand so made by DoT and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Second Party or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.

4. In order to give effect to this Guarantee, DoT shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Service Agreement or other documents or by the extension of time for performance granted to the Company or postponement/non exercise/ delayed exercise of any of its rights by DoT or any indulgence shown by DoT to the Second Party and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by DoT or any indulgence shown by DoT provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ unless discharged/released earlier by DoT in accordance with the provisions of the Service Agreement. The Guarantor's liability in aggregate be limited to a sum of Rs. \_\_\_\_\_/- (Rupees \_\_\_\_\_ Only) (*Equal to an amount specified in Clause 3.2 of the Service Agreement*).
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Second Party / the Guarantor or any absorption, merger or amalgamation of the Second Party / the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HERE IN TO ON THE DAY, MONTH AND YEAR FIRST HERE IN ABOVE WRITTEN SIGNED AND DELIVERED

by \_\_\_\_\_ Bank by the hand of  
Shri. \_\_\_\_\_,  
its \_\_\_\_\_ and authorised official.

**E. SCHEDULE 5: Request for Proposal Document**

RFP and amendments including corrigenda/ addenda to be appended here.